



# Agent Agreement

## Great Western Insurance Company

3434 Washington Blvd. Ste. 100 • Ogden, UT 84401 • (866) 252-5594

Cary A. Levinson & Associates, Inc  
Life Brokerage Services  
5551 N. University Drive, Suite 201  
Coral Springs, FL 33067  
800-375-2279

This Agent Agreement (“Agreement”) is between Great Western Insurance Company (“GWIC”) and the individual and/or entity identified in the Agent Demographic (“Agent”), and solely with reference to Section 7, the Guarantor defined in Section 7. Agent and GWIC may sometimes be referred to herein as a “Party” in the singular and “Parties” in the plural. All references to “Sections” herein shall be to Sections in this Agreement.

### 1. GENERAL POWERS, RELATIONSHIP, AND DUTIES

- a. **Appointment and Authority.** GWIC hereby appoints and authorizes Agent to solicit and submit applications for life insurance policies offered by GWIC. Agent’s authority is limited to that stated in this Agreement. If Agent is an entity with more than one producing agent, each such producing agent (“Subagent”) who wishes to be appointed with GWIC must complete and execute a separate copy of this Agreement and obtain GWIC’s approval.
- b. **Right to Reject.** GWIC may, in its sole discretion, reject any application for insurance presented by Agent.
- c. **Independent Contractor.** Agent is an independent contractor. Nothing in this Agreement is intended to or shall be construed as creating the relationship of employer or employee, partnership, or joint-venture between GWIC and Agent. Agent is free to exercise its own judgment in the exercise of its business, including the time, place, and persons from whom Agent solicits applications for insurance.
- d. **Business Conduct.** In addition to the obligations imposed upon Agent in this Agreement, Agent agrees that it will conform to all rules and guidelines stated in GWIC’s standards manual, Agent Field Manual, rate books, compliance manuals, or any other materials governing Agent’s conduct which GWIC provides to Agent (collectively, the “Company Rules”), as the same may be amended, in GWIC’s absolute discretion, from time to time. In addition, Agent agrees to comply with all applicable federal, state and local laws, orders, and rules and regulations (the “Laws and Regulations”). Agent agrees to aid in the care and conservation of GWIC’s insurance business, preserve, protect, and promote the good name and reputation of GWIC; provide prompt service to GWIC’s policyholders; properly train and supervise its Subagents (if Agent is an entity) and employees (including, without limitation, any officer, director, employee, subcontractor, or other person authorized to act on Agent’s behalf); and ensure that they comply with all Company Rules and the Laws and Regulations.
- e. **Limitation on Authority.** Without limiting the limitation of authority stated in Section 1(a), Agent agrees that this Agreement does not give it authority to:
  - i. Make, alter, or discharge a contract for GWIC; set special rates; waive policy provisions; guarantee dividends; bind GWIC in any way; make any endorsement to any policy GWIC has issued; or extend the time for payment of premiums.
  - ii. Publish or distribute advertising relating to GWIC and its products unless it has been approved in writing by GWIC in advance.
  - iii. Assign or transfer any right or interest in this Agreement (including, but not limited to, any amount GWIC owes Agent) without obtaining GWIC’s written consent in advance.
  - iv. Waive a complete answer to any question in an insurance application, pass on insurability, or accept any underwriting information on GWIC’s behalf unless it is specifically entered in GWIC’s application forms.
  - v. Solicit applications in any state or for any products for which Agent is not licensed and appointed.
  - vi. Collect any money on behalf of GWIC other than the initial premium as permitted by the Company Rules or deliver any policy not paid for.
- f. **Training and Marketing.** GWIC may make available training materials, sales aids, or similar items for use by Agent. Such materials shall be solely for the purpose of assisting Agent in the operation of its business as it relates to GWIC, and any costs associated therewith may be allocated to Agent as GWIC deems appropriate.
- g. **Territory.** Agent is authorized to do business under the conditions of this Agreement in any territory in which GWIC is authorized to do business, provided Agent is properly licensed in such territory. No territory is

exclusively assigned. GWIC reserves the right to withdraw from all or any portion of any territory at GWIC's sole discretion without liability to Agent.

- h. Privacy.** Agent agrees that all nonpublic personal information, nonpublic personal health information, and credit card cardholder data related to any insured or policyholder or to any customer or consumer (as those terms are defined by state or federal privacy laws) of GWIC obtained by Agent in the performance of its duties under this Agreement shall be held in the strictest confidence by Agent and not disclosed except as required in the performance of this Agreement and as required by applicable law.
- i. Agent Records.** Agent shall keep correct accounts and records of all business transacted (including, but not limited to, ledgers, correspondence, and other records pertaining to this Agreement and any activities conducted pursuant to this Agreement) and monies collected, which shall be open at all times to inspection and audit by GWIC's authorized representatives or any of its reinsurers, regardless of any termination of this Agreement. Agent shall make and transmit to GWIC such reports in writing, as may be required by GWIC.

## 2. COMPENSATION

- a. Commissions.** Subject to the terms of this Agreement, GWIC will pay commissions to Agent in accordance with the Commission Schedule attached hereto and Agent will perform under the Commission Schedule. Commissions will be payable only on premiums paid to and accepted by GWIC and applied by GWIC to policies produced by Agent, all as shown by GWIC's records.
- b. Commission Advances.** Notwithstanding Section 2(a), GWIC may, at GWIC's sole discretion, advance Agent up to six (6) months of commissions at the request of Agent, the head of Agent's hierarchy, or as GWIC deems appropriate and then withhold commissions otherwise payable to Agent under Section 2(a) until such advances are repaid. Such advances shall not bear interest except as provided in Section 3(d)(ii). In no case will GWIC advance more than permitted by the Commission Schedule. In the event GWIC agrees to advance commission to Agent, it may in its sole discretion cease advancing commission to Agent and continue under Section 2(a).
- c. Independent Agreement with Agency or Managing Producer.** If Agent is a Subagent and has an arrangement with an agency or managing producer to compensate Agent directly for any sales Agent produces for GWIC, then Agent will look solely to such agency or managing producer for such commissions and shall have no right against GWIC for payment of any such commissions. Agent shall have no right to commissions which GWIC is obligated to pay directly to any of Agent's Subagents, and Agent's commissions will be reduced by such amount. The Commission Schedule shall survive termination of this Agreement.
- d. Vesting of Commissions.** Subject to Section 2(a), first year and renewal commissions are fully vested in Agent as they accrue at the rate set forth in the Commission Schedule, provided, however, as follows:
  - i. GWIC may terminate Agent's rights to any unpaid, vested commissions if the Agent is terminated for cause or if all debts are not fully repaid by Agent within sixty (60) days from the date such debts are due.
  - ii. If at any time following Agent's termination from GWIC (with or without cause) Agent's total vested commission(s) from GWIC during a calendar year is less than \$1,000, GWIC may, at its option, pay Agent a single lump sum equal to 100 percent of that year's compensation as full payment in lieu of future vested commissions.
  - iii. GWIC shall not be obligated to pay vested commissions in the event doing so would be a violation of law.
  - iv. If the Agreement ends because of Agent's death, compensation payable to Agent under this Agreement will be paid to Agent's assigns, if any, otherwise to Agent's surviving spouse and to Agent's surviving spouse's estate thereafter; if Agent dies leaving no assigns or spouse, such compensation will be paid to Agent's estate.
- e. Lien on Funds.** Notwithstanding any other provision of this Agreement, including the Commission Schedule, any indebtedness of Agent to GWIC shall be secured by a first lien against any monies payable by GWIC to Agent and may be deducted from such monies at any time. This Section 2(e) shall survive the termination of this Agreement.
- f. Agent's Indebtedness; Costs of Collection.** Except as otherwise provided or permitted under this Agreement, all indebtedness of Agent to GWIC shall be payable on demand; thirty (30) days after the debt is incurred, interest shall begin to accrue at the rate of the then-current prime rate plus five percent (5%); and Agent shall pay all of GWIC's costs of collecting amounts due GWIC from Agent, including GWIC's reasonable attorney's fees and

expenses.

- g. Up-Line Liability.** Without limiting any other rights of GWIC under this Agreement, if Agent is an entity with Subagents who are appointed with GWIC, the Agent shall be jointly and severally liable for any and all indebtedness, including but not limited to accrued interest, Subagent(s) may owe GWIC. GWIC reserves the right to pay any such indebtedness of Subagents from Agent's commissions.
- h. No Election of Remedies.** GWIC may choose any method or remedy available to it under this Agreement to collect Agent's indebtedness. GWIC's use of a particular method or remedy of collection shall not preclude GWIC from employing a different method or remedy with respect to that same indebtedness or any other indebtedness of Agent, including, but not limited to, reporting any indebtedness to a consumer reporting agency as defined in Section 10.

### 3. TERM AND TERMINATION

- a. Without Cause.** This Agreement may be terminated by either Party at any time without cause upon advance written notice to the other Party at the address given for that Party in the signature block below. The notice period shall be the greater of ten (10) business days or the time required by Agent's state of domicile.
- b. With Cause.** Without restricting GWIC's rights stated in Section 3(a), GWIC may terminate this Agreement immediately upon written notice to Agent's address given in the signature block below if Agent fails to comply with the Company Rules, the Laws and Regulations, or otherwise breaches this Agreement.
- c. Automatic Termination.** This Agreement shall terminate automatically and immediately, regardless of whether GWIC sends notice under Section 3(b), in the event Agent's insurance license is suspended or terminated. This shall be treated as a termination with cause.
- d. Effect of Termination.**
  - i. Agent shall not solicit, underwrite, quote, bind, or issue any policies or renew any existing policies for which the inception date or renewal date falls after the effective date of termination of this Agreement, nor shall Agent cancel and rewrite any existing policies to provide for inception or anniversary dates prior to the effective date of termination of this Agreement.
  - ii. Any and all monies due GWIC by Agent at the time of termination, whether in the form of repayment of advances under Section 2(b), commission chargebacks for refunded premiums, or any other debit balance items on GWIC's books due from the Agent, shall be immediately due and payable, with interest accruing, at the rate set forth in Section 2(f), from the date the obligation to GWIC was incurred. If, following termination, GWIC learns of other Agent indebtedness to GWIC, such indebtedness shall be payable on demand, and shall accrue interest at the rate set forth in Section 2(f) as of the date the obligation was incurred. Except as governed by Section 8, Agent shall pay all of GWIC's costs of collecting amounts due GWIC from Agent, including GWIC's reasonable attorney's fees and expenses.
  - iii. All materials supplied to Agent by GWIC shall be returned to GWIC within ten (10) business days of termination.
  - iv. This Section 3(d) shall survive termination of this Agreement.

### 4. NON-REPLACEMENT

During the term of this Agreement and for two (2) years thereafter, Agent shall not individually or in concert with another induce or attempt to induce any policyholder of GWIC to terminate, reduce, or replace any policy issued by GWIC.

### 5. INDEMNITY

If any legal action or administrative action by any party, including but not limited to, any state insurance department or any other regulatory agency, is brought against either GWIC or Agent, or both, by reason of any alleged act, fault, or failure of Agent in connection with its activities under this Agreement, GWIC may require Agent to defend both Agent and GWIC in such action, or GWIC may defend itself in such action. In any action against GWIC which Agent defends, Agent shall not agree to any settlement without GWIC's consent. Agent shall be responsible for all attorney's fees and costs, whether expended by Agent in defense of GWIC or by GWIC in defense of itself, and shall

indemnify GWIC against any sums or losses payable by GWIC as a result of the action, except in those cases where the adjudicatory body determines that the loss was caused by the sole actions of GWIC. This Section 5 shall survive termination of this Agreement.

## 6. LEGAL NOTICES

If Agent is served with a legal notice on behalf of GWIC, Agent must notify GWIC immediately by telephone, followed by certified mail.

## 7. INDIVIDUAL GUARANTY

- a. Except in those cases where Agent is an individual doing business solely in his or her own individual capacity and not as a corporation, partnership, limited liability company, or any other non-natural person, Agent represents and warrants to GWIC that the individual signing this Agreement on Agent's behalf (for purposes of this Section 7, "Guarantor") has an equity interest in Agent.
- b. In addition to executing this Agreement on behalf of Agent, Guarantor shall execute the separate Acknowledgment of Section 7 Guaranty below.
- c. In order to induce GWIC to enter into this Agreement, Guarantor hereby personally and unconditionally guarantees the performance of all terms, covenants, agreements, understandings, and obligations of the Agent under the Agreement, including but not limited to the payment of any sums of money due thereunder for any reason whatsoever. This is a continuing guaranty, and applies to any amendment, modification, or acceleration of the Agreement. The Guarantor waives notice by GWIC of an Agent default, and agrees that GWIC need not pursue or exhaust any other remedies, including pursuing Agent or any other guarantors of Agent's obligations, prior to pursuing Guarantor under this guaranty. This guaranty shall remain in force notwithstanding the institution of any action by or against Agent under the U. S. Bankruptcy Code, any state bankruptcy laws, or any reorganization or insolvency of the Agent.

## 8. VENUE

Any legal action between the Parties arising out of this Agreement, including between GWIC and any Guarantor under Section 7, shall be governed by the laws of the State of Utah and must be filed only in the Second District Court of Weber County, State of Utah. The prevailing Party shall be entitled to recover its attorney's fees and costs from the other Party.

## 9. AGENT'S AUTHORIZATION FOR RELEASE OF RECORDS

By signing this Agreement below,

- a. Agent authorizes GWIC 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 Agent's background, employment, schooling, business activities and experience, character, criminal record, or financial status.
- b. Agent authorizes each of the above persons, institutions, and entities to provide the above information to GWIC and authorizes them to rely on a photocopy or facsimile copy of this authorization.
- c. Agent acknowledges that GWIC may participate in programs which provide background and financial information on insurance agencies, agents or producers, including debit balances, and authorizes GWIC to obtain information about Agent personally and/or Agent's entity (if applicable), from these programs and to share any information obtained from other sources with these programs. Agent waives and releases any claims Agent may have related to the sharing of such information by GWIC or the programs in which GWIC participates.
- d. Agent agrees that the authorizations stated in this Section 9 are continuing and remain in effect until revoked by Agent in a writing delivered to an officer of GWIC.

## 10. FAIR CREDIT REPORTING ACT CONSUMER DISCLOSURE

- a. **Obtaining a "Consumer Report."** GWIC, when making a decision to offer Agent an Agreement or to continue an Agreement, may obtain and use a "consumer report" from a "consumer reporting agency." These terms are defined



in the Fair Credit Reporting Act as amended, 15 U.S.C. § 1681 et seq. (“FCRA”). A “consumer reporting agency” is defined in the FCRA as a person or business that, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to others. A “consumer report” is defined by FCRA as including any written, oral or other communication of any information by a “consumer reporting agency” bearing on a consumer’s creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in employment-related decisions affecting a consumer. As an individual with an interest in a relationship as an agent with GWIC, Agent is a “consumer” with rights under the FCRA. If GWIC obtains a “consumer report” about Agent and if GWIC considers any information in the consumer report when making a decision that adversely affects Agent, Agent will be provided with a copy of the “consumer report” before the decision becomes final. Agent may also contact the Federal Trade Commission about Agent’s rights under the FCRA.

**b. Authorization to Obtain Consumer Reports.** By signing this Agreement below, Agent voluntarily authorizes GWIC to obtain “consumer reports” about Agent, and Agent’s entity if applicable, from a “consumer reporting agency,” as those terms are defined in the Fair Credit Reporting Act as amended, 15 U.S.C. § 1681 et seq., and to consider the “consumer reports” when making decisions for any agent status purpose with GWIC. Agent understands that Agent has rights under the Fair Credit Reporting Act, including the rights discussed in the separate disclosure statement provided to Agent. Agent authorizes GWIC to obtain such reports. Agent also acknowledge receipt of the Fair Credit Reporting Act Consumer Disclosure.

## 11. NO WAIVER

No act of forbearance on either Party’s part to enforce any of the provisions of this Agreement or failure of either Party to exercise any right or privilege herein granted shall be considered as a waiver of such right or privilege.

## 12. ENTIRE AGREEMENT

This Agreement, including attachments and schedules, supersedes all prior agreements, understandings, commitments, communications, and representations made among the Parties, whether written or oral, concerning the matters contained herein and contains the entire agreement directed to the subject matter of the Agreement.

## 13. AMENDMENTS

Unless otherwise provided herein, this Agreement may be amended only by a writing signed by the Parties.

## 14. EXECUTION IN DUAL CAPACITY BY INDIVIDUAL AGENT

The Party executing this Agreement as Agent may execute this Agreement both in his or her capacity as an individual and also on behalf of an Agent entity, in which case the signatory shall supply the appropriate demographic data required in the Agent Demographic for both Agent and the entity. The Agent’s supply of demographic data for both Agent and Entity signifies that Agent executes this Agreement in his or her individual capacity and on behalf of the entity listed in the Agent Demographic. If Agent executes this Agreement in his or her individual capacity and also on behalf of an entity, Agent represents and warrants that he or she is authorized to bind the entity. Both the Agent and entity shall be bound to and fully obligated under this Agreement as if the Agent and Agent entity had signed separate Agreements. The Agent, if signing on his or her own behalf as well as on behalf of an entity, shall execute a Commission Schedule for Agent and a separate Commission Schedule for the Agent entity. This Section 14 shall not affect or limit the obligations imposed by Section 7.

## 15. EXECUTION AND EFFECTIVE DATE

Agent shall provide to GWIC an executed copy of this Agreement, including the Acknowledgment of Section 7 Guaranty and the Agent Demographic. Agent shall further sign the receipt for the Commission Schedule. Notwithstanding any other term of this Agreement, the appointment of Agent under this Agreement and the other terms of this Agreement shall not become effective until Agent provides proof that it is duly licensed by the insurance department having jurisdiction, GWIC has completed the background checks contemplated in Sections 9 and 10, has determined that Agent may be appointed, and has indicated its acceptance of the Agent by returning a countersigned copy of the signature page of the Agreement to Agent.

If you completed both the Individual Agent and Entity sections of the Agent Demographic, then there must be a signature in both of the areas below.

\_\_\_\_\_  
Individual Producer Name (Printed)

\_\_\_\_\_  
Last Four Digits of Social Security Number

\_\_\_\_\_  
Entity Authorized Name (Printed)

\_\_\_\_\_  
Last Four Digits of Employer Identification Number

X \_\_\_\_\_  
Individual Producer and/or Entity Authorized Signature

\_\_\_\_\_  
Signed on (mm/dd/yyyy)

***ACKNOWLEDGMENT OF SECTION 7 GUARANTY***

I hereby agree to and accept the terms of Section 7 of the Agreement and further agree that all terms of this Agreement are fully enforceable.

X \_\_\_\_\_  
Guarantor Signature

\_\_\_\_\_  
Signed on (mm/dd/yyyy)

\_\_\_\_\_  
Guarantor Name (Printed)

\_\_\_\_\_  
Guarantor Address

**OFFICIAL GWIC OFFICE USE ONLY**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signed on (mm/dd/yyyy)



# Agent Demographic

## Great Western Insurance Company

3434 Washington Blvd. Ste. 100 • Ogden, UT 84401 • (866) 252-5594

Retain a copy of this form for your records. A copy will not be returned to you with the signature page of the Agreement.

*\*Applying as*    **Individual Producer (Default)**    **Entity**   OR    **Both**

### \*INDIVIDUAL PRODUCER

First Name		Middle Name	Last Name	
Street Address		City	ST	Zip Code
State License Number		Date of Birth (mm/dd/yyyy)	Social Security Number	
Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Email (Required)			
Cell Phone Number	Office Phone Number		Fax Number	

### \*ENTITY

Agency Name		Tax ID Number		
Street Address		City	ST	Zip Code
Email (Required)				
Cell Phone Number	Office Phone Number		Fax Number	

### BACKGROUND *(Please explain, including dates, any "yes" answers on a separate sheet)*

1) Complaint filed against you with an Insurance Department	<input type="checkbox"/> Yes, State: _____	<input type="checkbox"/> No
2) Felony conviction or violation of 18 U.S.C. § 1033	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3) Filed Bankruptcy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4) Indebted to any Insurance Company / Agency / Manager	<input type="checkbox"/> Yes	<input type="checkbox"/> No

### DIRECT DEPOSIT *(Please complete the information below)*

Financial Institution Name (Bank Name) \_\_\_\_\_

Checking    Savings   *(Contact your bank to verify EFT is allowed)*

Routing Number (lower left corner of check)      Bank Account Number (lower left middle of check)

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*(Attach copy of voided check)*

Commission payment *(Default is Daily)*:     Daily       Bi-Weekly     Monthly

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
		<b>2</b> Business name/disregarded entity name, if different from above	
		<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
		<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
		<b>6</b> City, state, and ZIP code	
		<b>7</b> 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

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

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



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## Producer Training Guide to Anti-Money Laundering Requirements under the USA Patriot Act

### The Patriot Act: What Is It?

The USA Patriot Act was enacted to better protect the financial system from potential abuse by criminals and terrorists. Generally, the Act requires the Department of the Treasury to set standards for anti-money laundering (AML) programs. These standards were developed by the Financial Crimes Enforcement Network (FinCEN), the agency under the Department of the Treasury responsible for safeguarding the financial system from the abuses of financial crime. The regulations developed by FinCEN require insurance companies to establish AML programs meeting certain requirements, including the reporting of suspicious transactions. In issuing the regulations, FinCEN specifically noted that insurance agents and brokers (“producers”) are expected to play an important role in a financial institution’s AML program.

### What Is Money Laundering?

Money Laundering is generally defined as the process of using various techniques to move illegally acquired cash through financial systems so that it appears to be legally acquired cash. The goal of a money laundering operation is usually to hide either the source or the destination of the money. The money laundering process is comprised of 3 overlapping phases:

**Placement:** this is the physical disposal of cash into the financial system. The simplest example is making a bank account deposit.

**Layering:** this involves carrying out complex financial transactions to camouflage the illegal source of the cash.

**Integration:** this is the final stage whereby the money is placed back into circulation in an apparent legitimate form.

### What Is Terrorist Financing?

Terrorist activity financing may involve funds raised from legitimate sources to fund illegal activities. Because the transactions are often lawfully obtained and tend to be in smaller amounts than those associated with money laundering, they are generally more difficult to identify. However, many of the Red Flags for money laundering are the same as those for terrorist financing and will also help you discover this type of illegal activity.

### What Products Are Affected by AML Laws?

FinCEN has identified the following categories of “covered products” that present risk for money laundering. These covered products include the following:

- A permanent life insurance policy, other than a group life insurance policy;
- An annuity contract, other than a group annuity contract; or
- Any other insurance product with features of cash value or investment

Term life insurance, health insurance, and other types of non-cash value products are excluded from the AML regulations.

### What Are “Red Flags”?

You must notify the AML Compliance Officer if you detect any money laundering Red Flag activities so the Company can investigate and determine whether a suspicious activity report must be filed with the government. Examples of Red Flags include the following:

- Multiple accounts sharing a beneficiary
- Failure to properly identify the owner
- The insurance product purchase appears to be inconsistent with the customer’s needs
- The purchase or funding of a product appears to exceed a customer’s known income or liquid net worth
- Any attempted unusual method of payment, particularly by cash or cash equivalents, such as money orders or cashier’s checks
- Payment of a large amount broken into small amounts to avoid mandatory reporting thresholds
- Customer shows little or no concern for the investment performance of the product, but much concern about the early termination features of the product
- Reluctance from a customer to provide identifying information or providing minimal or seemingly fictitious information
- Designation of benefits to an unrelated third party

- The customer requests early termination of an insurance product, especially at a cost to the customer, or where cash was tendered and/or the refund check is directed to an apparently unrelated third party
- The transfer of the benefit to an unrelated third party
- The borrowing of the maximum amount available soon after purchasing the product

## What Are My Responsibilities as a Producer?

As a producer, you play an important role in discovering whether money is coming from an illegal source. Your direct contact with the customer places you in a unique position to gather information and detect suspicious activity using Red Flags. In fact, in the preamble of the regulations, FinCEN states, “insurance agents and brokers are an integral part of the insurance industry due to their contact with customers. Insurance agents and brokers typically are involved in sales operations and are therefore in direct contact with customers. As a result, the agent or broker will often be in a critical position of knowledge as to the source of investment assets, the nature of the client and the objectives for which the insurance products are being purchased.”

As a producer selling covered products, you are responsible for the following:

1. Obtaining and providing complete and accurate information in all applications and other documentation required for issuance of a covered product or a transaction involving a covered product, which includes, but is not limited to, the following:
  - a. Name
  - b. Tax Identification Number / Social Security Number
  - c. Address
  - d. Date of Birth
2. Verifying the customer’s identity and notifying the AML Compliance Officer if a customer, when requested, refuses to provide information or provides false or misleading information. In order to verify a customer’s identity, you should:
  - a. Request an unexpired, government-issued form of identification bearing a photograph, such as a driver’s license, US passport, state photo ID, or resident alien identification card;
  - b. Confirm that the photograph matches the customer; and
  - c. Confirm address, date of birth, and other personal information; and
  - d. Record the customer’s identifying information on the application as it appears on the customer’s identification.
3. Communicating restrictions to clients on acceptable payment prior to accepting payment, returning any unacceptable form of payment immediately, and notifying the AML Compliance Officer regarding any difficulties encountered. Please remember that Great Western Insurance Company cannot accept cash for premium payments. Refer to the Agent Field Manual for further discussion of restrictions to payment methods.
4. Immediately notifying the AML Compliance Officer of the presence of any Red Flags at the time of application or during any interaction with clients.
5. Maintaining an accurate record of information collected to identify a customer and the methods used to resolve any concerns about the documentation.
6. Cooperating with the AML Compliance Officer in performing any investigations necessitated by the presence of any Red Flags that may arise concerning a covered product.

## How Do I Notify the AML Compliance Officer?

If you detect or are concerned about a Red Flag event, you should contact the AML Compliance Officer at [1-800-773-5454](tel:1-800-773-5454), [extension 2364](tel:1-800-773-5454). If you are unsure if an event qualifies as a Red Flag event, you should contact the AML Compliance Officer.

I certify that I have read and understand this Producer’s Training Guide to Anti-Money Laundering. I understand that under the Treasury Department and its Financial Crimes Enforcement Network (FinCEN) have issued regulations requiring insurance companies to establish AML programs meeting certain requirements as well as report suspicious transactions, and that as an insurance agent, I am expected and agree to comply with these requirements.

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Agent Signature

Agent Number

Date



## Agent Contract Guarantee Agreement Form

Levinson & Associates, Inc. has agreed to guarantee the obligation(s) of the undersigned to repay loans, advances or commissions and/or overpayment of commissions made by various Insurance companies to the undersigned. In the event at any time in the future Levinson & Associates, Inc. pays any of the aforesaid obligations; the undersigned agrees to reimburse Levinson & Associates, Inc. for the sums paid by Levinson & Associates, Inc. and further agrees that Levinson & Associates, Inc. shall have the right and is hereby authorized to charge any credit cards Identified below as a non-exclusive method of receiving payment for such sums. The undersigned acknowledges that said sums may be charged at any time after Levinson & Associates, Inc. pays the obligation and acknowledges that payment by Levinson & Associates, Inc. may not be made for several years after the obligation is incurred by the undersigned. The undersigned hereby waives any statute of limitations with regard to sums owed by the undersigned to Levinson & Associates, Inc. and agrees that, in the event of nonpayment by the undersigned, Levinson & Associates, Inc. may report said obligation as unpaid to any credit bureau or reporting agency.

The undersigned agrees to Immediately notify Levinson & Associates, Inc. in the event that any of the credit cards listed below are revoked, surrendered, terminated or credit is no longer available under said card. The undersigned further agrees to provide all updated information, including any replacement or expiration of said card. In the event that the undersigned contests any charge and the charge is deemed valid, the undersigned shall reimburse Levinson & Associates, Inc. for all costs and fees, including attorneys' fees, associated with such contest. Because this authorization relates to an on-going guarantee of commercial obligations, the undersigned agrees that this authorization shall be Irrevocable. If a debit is created for any reason, the undersigned will immediately be removed from annualization with all contracted carriers until the debit is 100% cleared.

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

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

AUTHORIZATION TO CHARGE SUMS TO CREDIT CARD Please initial one of the following:

\_\_\_\_\_ I do not require commission loan advancement, and therefore am not providing credit card information below. I understand, however, that I am required to reimburse Levinson & Associates, Inc. for any SUMS paid as guarantee for obligations as detailed above.

\_\_\_\_\_ I request commission loan advancement and am providing two (2) credit card numbers below.

Card One (Required) \_\_\_\_\_ Visa \_\_\_\_\_ MasterCard

Card Number \_\_\_\_\_ Security Code \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Name on the Card \_\_\_\_\_

Billing Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Card Holder Signature: \_\_\_\_\_

Card Two (Required) \_\_\_\_\_ Visa \_\_\_\_\_ MasterCard

Card Number \_\_\_\_\_ Security Code \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Name on the Card \_\_\_\_\_

Billing Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Card Holder Signature: \_\_\_\_\_

In order to validate the credit card information provided to Levinson & Associates, Inc., Levinson will temporarily withdraw the sum of \$5.00 from the aforementioned account. The purpose of such transaction is to verify the credit card has not expired and is operative. Once the transaction is deemed successful, the funds withdrawn (\$5.00), will be reinstated immediately and will not affect the cardholder.