

## CONTRACTING REQUIREMENTS CHECKLIST

ALL FORMS MUST BE COMPLETED, SIGNED, AND DATED WHERE APPLICABLE.

- \_\_\_\_\_ Producer Application
- \_\_\_\_\_ Voided check and completed Direct Deposit Authorization form
- \_\_\_\_\_ Signed and completed contract and compensation schedule
- \_\_\_\_\_ IRS Form W-9
- \_\_\_\_\_ Certificate of current Errors and Omissions coverage – A minimum of \$1,000,000 per claim is required (\$2,000,000 for Mississippi and Alabama)
- \_\_\_\_\_ Resident state insurance license for both the individual and the corporation (if applicable). Include non-resident licenses for states in which you plan to solicit business.
- \_\_\_\_\_ Completion of AML (Anti-Money Laundering) training course through LIMRA  
*Complete the course with your Pan-American credentials or use your credentials to validate a previously-completed course.*
- \_\_\_\_\_ Legible copy of state or federal photo Identification (passport, driver's license, military ID, etc.)
- \_\_\_\_\_ Compensation Assignment form, if applicable
- \_\_\_\_\_ Florida Counties form, if applicable
- \_\_\_\_\_ Signed and dated California Due Notice/Addendum, if applicable

HIERARCHY: \_\_\_\_\_  
Print name of General Agent Code \_\_\_\_\_

\_\_\_\_\_  
Print name of Producer Code \_\_\_\_\_

\_\_\_\_\_  
Print name of Sub-producer

COMMENTS:

**PAN-AMERICAN PRODUCER AND MARKETER APPLICATION**



Product(s): ☐ Group Term Life/Health Insurance ☐ Stop Loss  
☐ Individual Term Life ☐ Individual Universal Life  
☐ Individual Health Insurance ☐ Discount Medical  
MGA/Sales Executive: \_\_\_\_\_

The sale of products not specified in this application must be approved through a supplemental producer/marketer application.

**I. APPLICANT INFORMATION. Application Type: ☐ Individual ☐ Entity (Marketer/GA)\***

First Name: \_\_\_\_\_ M: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender: ☐ Male ☐ Female SSN: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Individual NPN: \_\_\_\_\_

Firm/Entity Name: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Is producer being appointed through an existing Pan-American General Agency agreement?

☐ Yes (Name of GA: \_\_\_\_\_) ☐ No

Home Address: \_\_\_\_\_

Apt/Suite: \_\_\_\_\_ City/State \_\_\_\_: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Address: \_\_\_\_\_

Apt/Suite: \_\_\_\_\_ City/State \_\_\_\_: \_\_\_\_\_ Zip: \_\_\_\_\_

Send mail to: ☐ Business ☐ Home ☐ Other (Specify: \_\_\_\_\_)

Business Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

If seeking Florida appointment, counties where business will be solicited in person: \_\_\_\_\_

**II. BACKGROUND INFORMATION.** For agency or marketer applications, “**you**” refers to the entity, its principals, and its employees. If you answer yes to any of the questions below, **a letter of explanation** must be attached to this form.

1. Have you previously applied or requested to be contracted with Pan-American or its affiliates? ☐ Yes ☐ No

2. Have you (a) ever filed for bankruptcy or been declared bankrupt, (b) any unsatisfied judgments or liens against you, or (c) ever been convicted of, pled guilty or nolo contendere to, or are you currently under indictment or investigation for any felony or misdemeanor? ☐ Yes ☐ No

3. Within the past 5 years, have you had any outstanding debt with an insurance company? ☐ Yes ☐ No

4. Within the past 5 years, have you hand any bad debts, collections or late payments (more than 30 days)? ☐ Yes ☐ No

5. Have you ever been permitted to resign or surrender a license, been discharged or been terminated after you were accused of fraud, theft, misrepresentation, misappropriation, breach of fiduciary duty, or failure to supervise in connection with insurance or investment related activities or other wrong doing? ☐ Yes ☐ No

6. Have you ever been subject to an ERISA, insurance or investment- related consumer or employer-initiated complaint or proceeding that alleged or found fraud, sales practice violation, forgery, theft, misappropriation or conversion? ☐ Yes ☐ No

## PAN-AMERICAN PRODUCER AND MARKETER APPLICATION

### III. SIGNATURE/AUTHORIZATION. *By my signature below, I hereby:*

- Give consent for Pan-American Life Insurance Company, Pan-American Benefits Solutions, Inc., Pan-American Assurance Company, Pan-American Assurance Company International, Inc., and Risk Solution Resources, LLC (collectively, Pan-American) to use this information where its legal interest and/or obligations are involved;
- Have read and agree to abide by Pan-American's How We Do Business Guide, applicable laws and regulations, and any rules communicated by Pan-American;
- Understand and agree that this application will form a part of any contract with Pan-American;
- Certify this information is correct and agree to report immediately any changes in the information in this application;
- Understand providing inaccurate or incomplete information is grounds for declination or termination;
- Understand I have no right to commission or other compensation unless and until Pan-American approves this application in writing and Pan-American has completed any necessary regulatory appointments;
- Agree I have no authority to and will not obligate or bind Pan-American on a policy, risk, or any other contract or expense;
- Certify I have not been convicted of a crime that would disqualify me from association with Pan-American under the Violent Crime Control Act and/or Employee Retirement Income Security Act; and
- Under penalty of perjury, certify the Social Security/Tax Identification information is true, accurate, and complete and I am not subject to backup withholding under Section 3406(a)(1)(C) of the Internal Revenue Code.

**FAIR CREDIT REPORTING ACT:** Pursuant to 15 U.S.C.A. §1681b(b) of the Fair Credit Reporting Act (FCRA), Pan-American may obtain a consumer report for use in evaluating you as an applicant and prospective producer. A consumer report is any written, oral, or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, previous employment, character, general reputation, personal characteristics, mode of living, criminal records or education records. Information obtained from a credit reporting agency will not be used for any impermissible purpose or in violation of any federal or state equal protection law or regulation. The consumer and/or investigative report will be ordered from General Information Services, 917 Chapin Road, Post Office Box 353, Chapin SC 29036, Phone Number (888) 333-5696. A copy of the FTC notice entitled "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA," is available at <http://www.ftc.gov/os/statutes/2user.htm>.

By signing below, I acknowledge that I have received and understand the contents of this notice and authorize Pan-American to obtain my consumer report from any credit reporting agency. I further release any employer, former employer and any other person from any and all liability of whatever nature by reason of furnishing any of the above information. I recognize that I may be the subject of an investigative consumer report and to the extent permitted by law, I waive any requirements of notification with respect to this investigation. I understand that I have the right to request a complete and accurate disclosure regarding the nature and scope of any consumer investigative report prepared on me. I further authorize Pan-American to provide any report or information obtained in connection herewith to any affiliate with whom I request appointment. This authorization shall remain in effect until termination of my contract with Pan-American.

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**Applicant Signature**

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**Applicant's Printed Name**

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**Date**

☐ Check here if you would like a copy of the consumer report.

**Return the completed form with the attachments to:**

Pan-American Life Insurance Group  
Producer Services  
PO Box 60219  
New Orleans, LA 70160-0219  
[ProducerServices@palig.com](mailto:ProducerServices@palig.com)

### **ATTACHMENTS:**

- ☐ Copies of all insurance licenses for appointments (if an insurance product sales application)
- ☐ Letter of Explanation (if applicable)
- ☐ Copy of E&O declaration page that reflects applicant name, carrier name, expiration date, deductible, insuring limits, coverage amount (\$1M required for individual life sales in Mississippi/Alabama) and, if the applicant name does not match the declaration page, proof that the individual and/or entity is covered under the policy
- ☐ If you recently applied for coverage under the Pan-American Life sponsored plan with CalSurance, copy of the application and a copy of your check and/or a copy of the online enrollment confirmation page



## Compensation Payments Direct Deposit Authorization Form

Direct Deposit is the only payment method available for Compensation Payments

### Authorization Agreement

I hereby authorize **Pan-American Life Insurance Group** to initiate automatic deposits to my account at the financial institution named below. I also authorize **Pan-American Life Insurance Group** to make withdrawals from this account in the event that a credit entry is made in error.

Further, I agree not to hold **Pan-American Life Insurance Group** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **Pan-American Life Insurance Group** receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Producer Services Department.

If you are having your compensation deposited into a Savings Account, we highly recommend that you obtain or confirm the Routing/ABA number with your banking institution prior to completing this form.

### Producer Information

Name of Producer: \_\_\_\_\_

Producer Code: \_\_\_\_\_

### Account Information

Name of Financial Institution: \_\_\_\_\_

Routing /ABA Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Checking  
☐

Savings  
☐

### Signature

Authorized Signature (Primary): \_\_\_\_\_ Date: \_\_\_\_\_

**Returning the Completed Form:** Once you have completed this form, you may send it to us in one of the following ways:

Fax: 504-566-3427

E-mail: [producerservices@palig.com](mailto:producerservices@palig.com)

Mail: Pan-American Life Insurance Group  
P. O. Box 61040  
NEW ORLEANS, LA 70161-1040



Pan-American Life Insurance Company  
Pan-American Assurance Company  
New Orleans, Louisiana U.S.A.

Producer Contract

This Contract, made and entered into by and between Pan-American Life Insurance Company and Pan-American Assurance Company of New Orleans, Louisiana,

and \_\_\_\_\_

of \_\_\_\_\_ shall be effective on

the \_\_\_\_\_ of \_\_\_\_\_ of \_\_\_\_\_.  
(Day) (Month) (Year)

This contract includes and incorporates the following terms and conditions:

Producer Provision	Prod Provision	Rev 4-10
Basic Contract Provisions	Basic Con Prov.	Rev 4-10
First Year and Renewal Commission Schedule	_____	Rev 4-10

In signing this Contract, the Producer accepts the appointment to sell Term and Universal Life Insurance according to the terms stated in these pages. In addition, the Producer acknowledges receipt of the *How We Do Business* guide.

By \_\_\_\_\_  
(Producer's Signature) (Date)

By \_\_\_\_\_  
(General Agent's Signature) (Date)

By \_\_\_\_\_  
(Home Office Producer Services Department's Signature) (Date)

## Producer Provision

In this Contract and attached Addenda, the words, you, your, and yours refer to the Producer designated in this Contract, and the words, we, us, our, and company refer to Pan-American Life Insurance Company and/or Pan-American Assurance Company. Producer refers to an individual, partnership, or corporation.

Duties:

Your duties are:

- 1) To personally sell the duly Authorized Policies in the states where you and your General Agent are licensed and appointed to offer our products.
- 2) To service this business according to our rules, rates and procedures.
- 3) To meet the minimum production of \$\_\_\_\_\_ of Total, Annualized, First Year Maximum Commissionable Premium on the authorized policies at the end of the first full calendar year and thereafter.
- 4) To develop Sub-Producers for the Company and to train them adequately to sell our products.

Definitions:

- 1) "Maximum Commissionable Premium" refers to the premium on Universal Life on which we pay full first year commissions. It does not include excess premiums. For the Term products, this term refers to the annual premium.
- 2) Total annualized first year premium includes any first year maximum commissionable premium generated by subordinate producers.
- 3) Authorized Policies refers to the Term and Universal Life policies that we have filed and which are approved by the various states for sale. We reserve the right to add to or delete from the list of such policies at our discretion.

# **Basic Contract Provisions**

## **1. Authority, General Responsibilities and Relationship**

### **1.1. Authority to Solicit Applications.**

The Company authorizes You to solicit applications for life insurance, offered by the Company which are listed in the Addenda attached hereto and made a part hereof (the Authorized Policies), subject to the terms of this Contract and the regulations and procedures of the Company. The Company reserves the right at any time to add to or delete from the list of Authorized Policies or to modify the terms of such Authorized Policies, and makes no representations that all or any policies offered by the Company will be Authorized Policies. You shall submit promptly to the Company any applications for Authorized Policies, and You shall provide receipts for any initial gross premiums collected by You and promptly send such premiums to the Home Office. You agree that the Company may in its sole discretion deny any application for coverage, refuse to renew any coverage, or return directly to covered persons or applicants any premium payments submitted to the Company, without specifying the cause therefor to You or the applicant, except as compelled by applicable statute or regulation.

### **1.2. General Responsibilities.**

You hereby agree to use your best efforts to solicit applications for Authorized Policies and shall at all times during this Contract maintain a level of customer service and satisfaction as defined in the Pan-American Field Compliance Manual.

### **1.3. Relationship.**

You are an independent contractor with respect to the Company. This Contract does not create the relationship of employer and employee between You and the Company, nor does this Contract establish any kind of joint venture or partnership arrangement between You and the Company.

### **1.4. Non-Exclusivity.**

The relationship between You and the Company is non-exclusive, and the Company reserves the right to contract with other producers for the solicitation of Authorized Policies.

## **2. Other Obligations**

### **2.1. Risk Assessment.**

You acknowledge that the Company relies on You for a full disclosure of facts necessary for its proper classification of risks. You will promptly transmit to the Company any and all information that is relevant to the Company's underwriting decisions. You will not deliver a policy of insurance to an applicant or take any funds unless the applicant is at the time of delivery in good health and insurable condition as originally represented to us by the applicant, to the best of your knowledge and belief. You must not deliver a policy to an applicant when demand for its return has been made by the Company.

### **2.2. Company Property.**

Policyholder information and records and premium records are the property of the Company, and You shall permit inspection of same as the Company may require. All printed matter, equipment or other supplies furnished by the Company are also the property of the Company and You are responsible for any misuse thereof. You shall upon demand by the Company return all not taken policies, delivery receipts, initial premium receipts, temporary insurance receipts and other documents requested by the Company.



### **2.3. Computer Software.**

You agree to maintain in strictest confidence any software systems distributed to You by the Company and agree not to disclose, duplicate, or reproduce, directly or indirectly, the systems or any materials relating to the systems. You agree to take all reasonable steps to ensure that no unauthorized persons shall have access to the systems and that all authorized persons having access to the systems shall refrain from any such disclosure, duplication, or reproduction. You shall be responsible for any and all damages caused by such disclosure, duplication, or reproduction by persons having access to the systems while in your possession. Upon written notice from the Company, You shall immediately return the systems and any materials relating to the systems to the Company. Upon termination of this Contract, You shall cease the use of and remove software systems from all storage devices (hard drive, backup units) and discard all media (diskettes, CD's).

### **2.4. Obligations on Termination.**

When the Contract becomes terminated, You are liable for all policies issued to You and on which the first premiums have not been remitted to the Home Office. All policies which You may be holding for delivery and on which You have not settled the first premium must be immediately returned to us for cancellations. Otherwise, You will be liable for all premiums on these policies and any other costs, expenses, or damages incurred by the Company arising out of your failure to return the policies.

## **3. Limitations on Authority**

### **3.1. No Policy Approval or Modification Authority.**

You have no authority to make, alter, modify, approve or discharge any of the Authorized Policies or any other policy or contract offered by the Company. You have no authority to accept risks of any kind for the Company. You have no authority to extend the time for premium payments, to waive or change any term of an Authorized Policy, or to waive any forfeiture. You may not incur any debts or expenses for which the Company may be liable, and You may not withhold or convert to your own use or for the benefit of others any monies, securities, policies or receipts belonging to the Company.

### **3.2. No Cash Receipt or Check Endorsement Authority.**

You have no authority to receive any cash money for the Company, to accept or endorse premium checks drawn to You as payment on any Authorized Policies, or to endorse or present for collection any check, draft or other instrument made payable to the Company, unless it is endorsed by our President or Vice-President.

### **3.3. Limited Authority to Solicit Through Others.**

You have no authority to and shall not solicit any business with, through, involving or in connection with any other broker, producer, agent, sales representative or other person or company unless such person or company has an active appointment with the Company at the time of solicitation.

## **4. Compliance Obligations**

### **4.1. Complaints and Proceedings.**

You shall conduct your business in accordance with the laws and regulations of the jurisdictions in which You are authorized to solicit applications and You shall cause and require all employees or representatives associated with You to comply with such laws and regulations. You shall immediately notify the Company in writing of any complaint, allegation, proceeding, investigation, license suspension or reprimand brought or threatened against You by any governmental authority or person alleging that You have violated or participated in a violation of such laws, rules or regulations. You shall immediately forward to us any written consumer complaint received by You in connection with any product or service offered by the Company.



#### **4.2. Advertising and Sales Illustrations.**

You may not use any advertising material referencing the Company, its subsidiaries or any products issued or services provided by the Company or its subsidiaries, unless such materials have been provided to You by the Company or You have received prior written approval from a duly authorized officer of the Company with regard to each separate advertising piece. You may only use a sales illustration format provided to You by the Company in connection with the sale of any of the Authorized Policies, and You may not alter the form or substance of any illustration format provided to You by the Company.

#### **4.3. Needs Analysis and Product Knowledge.**

You may not sell any of the Authorized Policies to someone without first attempting to determine the insurable needs and financial objectives of that person; and You may not sell any of the Authorized Policies to someone when You know that the product will not favorably address the insurable needs or financial objectives of that person. You are responsible for understanding the expected performance and the features of any product You sell for the Company.

#### **4.4. Other Company Rules.**

You agree that the Company may make rules regarding your responsibilities under this Contract, and that any such rules provided to You in writing by the Company become a part of this Contract. You will follow present and forthcoming Company rules, including but not limited to the Company's Prohibited Acts Statement. You understand that a violation of these Company rules constitutes a breach of this Contract. If You do not wish to be bound by any such rules, You must provide notice to the Company of your termination of the Contract immediately upon receipt of such rules.

#### **4.5. Confidentiality.**

Any nonpublic personal information that you receive from or relating to any of Pan-American's clients must not be disclosed to any outside party except in the normal course of policy and/or claim transactions.

#### **4.6. Money Laundering**

Pan-American is doing all that is necessary to comply with laws concerning fraud and money laundering. Pan-American expects you to be aware of the laws relating to money laundering in the United States and in other countries, and to comply with those laws. Such laws include, but are not limited to, the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001 (Title III of the USA Patriot Act).

From time to time Pan-American may require your assistance in complying with these regulations. It will be your duty to maintain all documentation necessary to be in compliance with these laws, and to furnish such documentation to Pan-American when it is necessary and/or when it is requested. In the event that such requested information is not received by Pan-American within a reasonable time period from the date of the request, or if Pan-American suspects that fraud or money laundering activities are present, then Pan-American reserves the right to reject any transaction and/or cease to deal with you.

Also, Pan-American, from time to time, may require that you receive further education and/or training specifically related to money laundering.

#### **4.7 Privacy**

Pan-American has taken and will continue to take steps to protect the privacy of its policyholder and insureds. Our producers are also expected to comply with this policy. Any nonpublic personal information that you receive from or relating to any of Pan-American's clients must not be disclosed to any outside party except in the normal course of policy and/or claim transactions.

## 4.8. Code of Ethics and Prohibited Acts Statement

### CODE OF ETHICS

1. I will fully comply with all ethics and compliance standards established by the Company and communicated to me.
2. In dealing with clients or prospects, I will attempt to discover all relevant facts and desires as they pertain to their needs and financial circumstances.
3. In recommending products or services, I will provide the same quality and level of service that I would demand of myself, always keeping the client's or prospect's needs, desires and financial circumstances primary and treating them in a professional manner.
4. I will conduct myself in a professional manner and will accept the decisions made by the Company and its duly authorized employees, and will treat them with the same respect that I expect for myself.
5. I will use only authorized and approved sales material and illustrations and include all appropriate disclaimers.
6. I will make every reasonable attempt to verify that all signatures on all documents submitted to the Company are authentic.
7. I will deliver all policies, correspondence and other documents to the policy owner in a timely manner.
8. I will communicate in a timely manner to the Company all requests, complaints, instructions or other matters communicated to me by any policy owner, insured or other interested party.
9. I will inform any prospect or client of all significant and material conditions of any of the Company's products or services.
10. I will remit to the Company in a timely manner all premiums and other payments in full, regardless of any personal claims I might have against the remitter of the payments.

### PROHIBITED ACTS STATEMENT

1. I will not deposit cash or otherwise negotiate any check or other financial instrument drawn to the Company's order, or open any bank account in the Company's name, or to sign the Company's name in any circumstances, or have any checks, promissory notes or other financial instruments printed with the Company's name thereon.
2. I will not endorse, deposit, cash or otherwise negotiate any financial instrument drawn by the Company to the order of any payee other than myself or a member of my immediate family.
3. I will not accept risks of any kind except to issue a Company-approved conditional receipt for insurance coverage subject to the Company's guidelines.
4. I will not make, modify or discharge any contracts, extend the time for payment of premiums, waive or forfeit any of the Company's rights or requirements, bind the Company by any statements, promise or representation, or agree to any extra premium for additional risks unless authorized in writing by the Company.
5. I will not advertise or publicize the Company's name by using it in any advertising or publicity medium, including but not limited to newspapers, magazines, television or radio broadcasts, the Internet, or other means unless such advertising or publicity has first been submitted to and approved and authorized by the Company in writing.
6. I will not alter, affix stamps or labels to, or otherwise modify any policy, policy envelope, sales illustration, or any other literature and material provided by the Company in such a way as to obliterate or change the meaning of any printed matter thereon.
7. I will not sign another person's name to any document with or without the consent of said individual, and I will not sign as witness to any person's signature on any document unless that signature is written in my presence.

8. I will not enter into any contracts or other arrangements for the solicitation of business or share remuneration with any person or entity that is not contracted with the Company.
9. I will not keep custody of any document given to me by a client or prospect for a period of time longer than is necessary for the purposes of analysis, record organization and review for servicing, unless authorized in writing by the client or prospect.  
I will not complete any document in any location other than that which is written of the document.
11. I will not misrepresent an applicant's age, gender, weight, health, tobacco use or any other information that would affect that person's insurability.
12. I will not pay or offer to pay any inducement to a person to purchase insurance coverage, or make a purchase of any of the Company's products a condition of the customer's purchase of any other product or service.
13. I will not change a policy owner's address to one controlled by me or any person connected to me, and I will not conduct any unauthorized activity in a client's account, including but not limited to loans, withdrawals, partial or full surrenders, purchases, or redirection of dividends or any other policy values or premium payments.
14. I will not allow an applicant or policy owner to name me as an owner, assignee or beneficiary of any of the Company's products unless I clearly have a demonstrable insurable interest in the life of the insured.
15. I will not encourage any applicant to replace an existing insurance policy or to use the values of an existing policy in order to fund a new policy without first communicating to the consumer the information needed to determine whether the replacement is in the best interests of the consumer.
16. I will not represent to any person that my relationship with the Company is anything other than an intermediary representing the proposed insured.

NOTE: Failure to comply with the Code of Ethics, will result with the termination of your Agreement and cancel your rights to receive compensation for renewal commissions.

## **5. Your Compensation**

### **5.1. Commissions.**

While this Contract is in force, we shall pay You, as full compensation for your services and expenditures, commissions and service fees as outlined in this Contract and its Commission Schedules, as may be amended from time to time, on all Authorized Policies issued on applications submitted by You. The Company may change the Commission Schedule from time to time by written notice to You, but such change shall not affect commissions on any policy issued prior to the effective date of the change. No commissions will be paid on premiums waived because of disability or death. If we revise our commission schedule, then the Schedule of First-Year and Renewal Commissions will be modified accordingly after providing You with due notice. Commission and service fees are paid on premiums credited to the policy. When You write applications jointly with other agents, brokers, or producers, each will receive a proportionate share in the commissions and service fees provided by their Contracts as determined by our sole discretion.

The payer of compensation earned from the sale of Pan-American Life Insurance products will be Pan-American Life. The payer of compensation earned from the sale of Pan-American Assurance products will be Pan-American Assurance.

### **5.2. Credit for Business Written.**

Business written on your life or the life of a member of your immediate family will not be used for any qualifying credits. Immediate family is defined as your spouse, your children or stepchildren, your parents or stepparents, and your spouse's parents or stepparents. Qualifying credits are credits for Sales Campaigns and Conventions.

### **5.3. Reinsured and Non-Standard Policies.**

We will determine the compensation paid on plans not specifically mentioned in this Contract or its Schedules, including special class business. First-Year or renewal commissions on policies involving reinsurance and/or risks other than standard will be paid according to our rules regarding these commissions in effect at the time the business is written. Additionally, commissions on conversions, reinstatements, replacements and/or on the exercise of re-entry provisions shall be paid according to such Company rules as may be in place at the time, whether or not communicated to You. These rules may be changed at our discretion.

### **5.4. Refunds or Reversals.**

If for any reason we refund any premium on a policy, or reverse the premium, or otherwise apply the premium to some other policy at the request of the owner or applicant, You will repay on demand any compensation received on this premium.

### **5.5. Replacement Policies.**

If You write a policy which we consider to replace a policy we previously issued on the same life, or which would be considered a replacement by the replacement laws of the state where the application was taken, then any compensation payable on such a policy shall be determined conclusively by us. If an existing policy on the same life is terminated (except by maturity) either within six months before or after the date of the new policy, the original policy will be considered to have been replaced and compensation will be adjusted according to our guidelines on replacements.

### **5.6. Commissions & Service Fees Following Surrenders or Loans.**

Commissions or service fees will not be owed by the Company on premiums paid during the twenty-four months following any total or partial surrender (and/or policy loan on any Universal Life policy) unless and until the premium paid exceeds the amount of such surrender (or policy loan).

### **5.7. Vesting.**

The first-year and renewal commissions set forth in the attached Commission Schedules shall be vested to You with regard to premiums collected by the Company in cash on business written on applications submitted by You to the Company under this Contract, except that the Company will not be liable to You for any commission or renewal fees that accrue or otherwise would become payable following the termination of the Contract "for cause" under provisions (i), (ii), or (iv) of section 6.2. Also, where a policy is reinstated following the termination of this Contract, commissions and renewal fees are not vested and will not be payable to You with respect to premium collected on such policies at reinstatement or thereafter, except as approved by us in our sole discretion. Additionally, after termination of this Contract by either the Company or You, renewal commissions will cease to be payable if during the preceding 12 month period the total of said commissions or renewal fees payable to You under this Contract were less than One Hundred Dollars (\$100.00). This vesting provision supersedes and replaces all prior agreements as to vesting.

### **5.8. Service Fees.**

In addition to the commissions described above, the Company will pay a non-vested service fee beginning in the eleventh policy year. These service fees are specified in the Schedule of First-Year and Renewal Commission Addenda. The payment of these service fees will cease on the termination of this Contract.

### **5.9. Withholding of Commission.**

The Company reserves the right to withhold compensation at any time pending any investigation of You by any governmental agency or authority for alleged improper conduct until such time as such investigation has been concluded. This provision shall not affect the Company's ability to otherwise terminate this Contract pursuant to the Termination provisions.

## **6. Termination**

### **6.1. Upon Notice.**

This Contract may be terminated without cause by either party upon written notice to the other party to that effect. Such termination shall be effective upon mailing of written notice thereof, or on the date specified in such notice if later. If we mail notice to your last known address, as communicated to us by You, such notice will be sufficient.

### **6.2. For Cause.**

This Contract shall terminate immediately, and without notice, for cause, which term shall include, but not be limited to, the following acts, omissions or conduct by You and/or your officers, directors, employees, shareholders, independent contractors and other representatives:

- (i) Your commission of a fraudulent, illegal or dishonest act adversely affecting the Company, including but not limited to: any misrepresentation as to the terms or provisions of an Authorized Policy; any alteration, falsification or withholding of any information, whether written or oral, about an applicant or prospective insured; any alteration of any application materials; and the withholding of any required underwriting information;
- (ii) Your violation of the insurance laws, regulations, or rules of any jurisdiction in which You operate, or your failure to maintain a valid insurance license in all authorized jurisdictions where the same is necessary to receive compensation and perform services hereunder;
- (iii) This contract terminates automatically on the date of the Producer's death, bankruptcy or insolvency. In the event the Producer is a corporation or partnership, this contract will terminate upon dissolution of the corporation or partnership and any first year or renewal commission due will be held for a period of sixty days, pending written and notarized notification of a successor entity, agreed to by all principals or the original entity. If no notification is received by the Company, no further commissions will be due under this agreement.
- (iv) Your failure to maintain errors and omissions coverage;
- (v) Your failure to meet the minimum production requirement as outlined in the Duties provision of this Contract.
- (vi) Your failure to complete on-going Anti-Money Laundering training as required from time to time from the Company

In the event of termination of this Contract for cause no further Commission (vested or otherwise) shall be payable to You after the date of such termination, and any such commission paid after such termination shall be fully reimbursed to Company immediately upon demand. If You are a natural person, any Commission due and payable to You at the time of death under this Contract shall be paid to the executor or administrator of your estate or to your assignees as applicable.



## **7. General Provisions**

### **7.1. Amendments.**

This entire Contract may be amended at any time and from time to time by written notice from a duly authorized officer of the Company to You. Any such amendment shall be effective on the date stated therein. If You do not wish to be bound by any such amendment, You must provide notice to the Company of your termination of the Contract; your obligations, authority and responsibilities will be governed by the amendment until such time as we receive notice of your termination.

### **7.2. Hold Harmless.**

You agree to defend (at Company's request and through counsel acceptable to Company), indemnify and hold the Company and its officers, directors, and other representatives harmless from any claims, demands, losses, expenses, costs and damages arising or resulting directly or indirectly from any breach by You of any term or condition of this Contract, including without limitation, any act or omission for which this Contract is or could be terminated "for cause" as defined in the Termination provisions of this Contract, and any and all acts, errors or omissions committed by You or your officers, directors, employees, shareholders, independent contractors and other representatives for which the Company is alleged or found to be liable.

### **7.3. Arbitration/Governing Law.**

Any dispute arising between the parties under this Contract shall be governed by and construed and enforced pursuant to the laws of the state of Louisiana, excluding those laws relating to the resolution of conflict between laws of different jurisdictions. Additionally, any disputes between the parties shall be resolved by arbitration conducted in New Orleans, Louisiana, in accordance with the commercial rules of the American Arbitration Association, and any award rendered in such arbitration may be confirmed in any court of competent jurisdiction. You irrevocably consent and submit to the exercise of jurisdiction over You by any court situated in Louisiana for such purpose or for any other purpose related to this Contract.

### **7.4. Errors and Omissions Coverage.**

You shall have and maintain in force errors and omissions coverage in the principal amount of no less than \$1,000,000.00 (\$2,000,000.00 for solicitation in the states of Alabama & Mississippi) at all times during the term of this Contract and for a period of one (1) year thereafter, as a condition precedent to payment of any Commission hereunder. We may require a higher minimum amount of insurance at our discretion. You shall produce evidence of such coverage to the Company upon request, and such coverage underwriters and all aspects thereof shall be subject to the approval of the Company. All such policies shall provide not less than thirty (30) days prior written notice to the Company before the effective date of termination, modification or expiration of such coverage.

### **7.5. Entire Contract.**

This Contract and its Schedules and Addenda constitute the entire agreement between the parties and supersede all prior agreements whether oral or written with respect to the subject matter herein, except that the Company's rights under any previous Contract for security of indebtedness and your rights to renewal commissions, vesting or other compensation due to You are reserved unless otherwise provided. No oral promises or representations shall be binding on the Company, nor shall this Contract be modified in any manner except by amendment in writing executed on behalf of the Company by a duly authorized officer of the Company.

### **7.6. Waiver.**

Failure of the Company to insist upon strict compliance with the terms and conditions of this Contract, including without limitation, any enforcement of Production Requirements or revisions to Commission Schedules, shall not be considered a waiver of such terms and conditions which Company may enforce at any later date. You agree

that the Company's failure to enforce any term, condition or provision of any other Contracts between the Company and any other producers, brokers, and agents shall have no bearing, relevancy or effect whatsoever upon the enforceability of the terms and conditions of this Contract.

#### **7.7. Severability.**

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision hereunder.

#### **7.8. Notices.**

All notices under this Contract shall be properly given only if made in writing and mailed to the party at the address set forth in the Contract, or such other address as such party may designate by notice to the other party. Such notices shall be effective on the date of receipt. If any such notice is not received or cannot be delivered due to a change in the address of the receiving party of which notice was not previously given to the sending party or due to a refusal to accept by the receiving party, such notice shall be effective on the date delivery is attempted. Any notice under this Contract may be given on behalf of a party by the attorney for such party.

#### **7.9. Assignment.**

No assignment or other transfer of any rights, title or interest herein, or of any benefits accruing hereunder, in whole or in part, shall be valid, and any such attempted assignment or transfer shall be void unless the written consent of the Company thereto has first been given. Any assignee of rights or benefits hereunder shall be subject to all the terms and provisions hereof.

#### **7.10. Indebtedness/Right of Set Off.**

Any compensation due under this Contract may be applied to payment of any indebtedness You may have to the Company or any of its affiliates, irrespective of whether or not such compensation is payable by the entity to which such indebtedness is owed. Indebtedness includes any monetary claim the Company or any of its affiliates may have against You regardless of the cause of such claim, including but not limited to advances paid, overpayment of commissions, reversal of commissions, other miscellaneous charges that might appear on your monthly statement, or sums due under the Hold Harmless provision of this Contract. All commissions, or other compensation due to You are hereby assigned to the Company as security for indebtedness under this or any prior agreement. In the event of the termination of this Contract, with or without cause, it is understood and agreed that your entire indebtedness to the Company is immediately due and payable. This prior right and offset shall not be extinguished by the termination of this Contract.

#### **7.11. Corporations and Partnerships.**

If You are a corporation or partnership, the act or acts of any of your partners, shareholders, officers, directors, employees, or representatives shall be deemed to be your acts. If You are a corporation or a partnership, each and every individual who signs this agreement for You does hereby severally, individually, and jointly with You, personally guarantee the performance of all obligations hereunder. This contract terminates automatically on the date of the Producer's death, bankruptcy or insolvency. In the event the Producer is a corporation or partnership, this agreement will terminate upon dissolution of the corporation or partnership and any first year or renewal commissions due will be held for a period of sixty days, pending written and notarized notification of a successor entity, agreed to by all principals of the original entity. If no notification is received by the Company, no further compensation will be due under this contract.





**If you are seeking a resident or non-resident appointment in the State of California, you must acknowledge this addendum and return it with your contracting documents.**

**DUE NOTICE / AMENDMENT FOR CALIFORNIA PRODUCER CONTRACTS**

In accordance with California Insurance Code §785.1, a California licensed agent shall not participate in, be associated with, or employ a party that participates in, or is associated with, the origination of a reverse mortgage, unless the insurance agent maintains procedural safeguards designed to ensure that the agent transacting insurance has no direct financial incentive to refer to the policyholder or prospective policyholder to a reverse mortgage lender. Individuals transacting insurance shall not receive compensation, commission or direct incentive for providing reverse mortgage borrowers with a non-casualty insurance product that is connected to or a result of a reverse mortgage.

Failure to comply with California Insurance Code §785.1 will result in the termination of your contract.

---

Producer Signature

---

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 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 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
					-				

## Part II Certification

Under penalties of perjury, I certify that:

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

Sign Here	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## 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-INT (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? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every “consumer reporting agency” (CRA). Most CRAs are credit bureaus that gather and sell information about you — such as if you pay your bills on time or have filed bankruptcy — to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. §§1681-1681u. The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you — such as denying an application for credit, insurance, or employment — must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30

days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs — to which it has provided the data — of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA’s investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone — such as a creditor who reports to a CRA — that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you’ve notified the source of the error in writing, it may not continue to report the

information if it is, in fact, an error.

- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA — usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from**

**CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.

- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

## The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING	PLEASE CONTACT:
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center-FCRA Washington, DC 20580 * 202-326-3761
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 * 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 * 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Programs Washington D.C. 20552* 800- 842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 * 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 * 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 * 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator-GIPSA Washington, DC 20250 * 202-720-7051



## Commission Assignment

For value received, I hereby sell, assign, and set over to \_\_\_\_\_, of  
\_\_\_\_\_, all future commissions payable to me on policies written un-  
der my Agent Code # \_\_\_\_\_ and my Tax ID # \_\_\_\_\_ with Pan-American Life  
Insurance Company and Pan-American Assurance Company of New Orleans, Louisiana.

I (Assignor) hereby authorize and instruct Pan-American Life Insurance Company and Pan-American Assurance Company to pay to the said Assignee \_\_\_\_\_, Agent Code # \_\_\_\_\_ and Tax ID # \_\_\_\_\_ the  
aforesaid commissions until the assignment is released in writing by the said Assignor \_\_\_\_\_ and this release is acknowledged by Pan-American Life Insurance Company and Pan-American Assurance Com-  
pany.

IN WITNESS WHEREOF, I affix my signature on this instrument of assignment on this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.

Agent's Signature (Assignor) Print Agent's Name (Assignor)  
X \_\_\_\_\_ X \_\_\_\_\_

The following explanation is in regard to how commissions are taxed, and who will receive the 1099-M form at the end of the year when an Assignment of Commissions form is completed and executed by an agent. The following information has been gathered from Standard Federal Tax Reports published by CCH Incorporated concerning Income-splitting.

In its 1930 decision (Lucas v. Earl, 281 U.S. 111 [1930]), the Supreme Court states that income that has been assigned to another entity is taxable to the one who assigns it. In this case, a married attorney assigned half of his salary and fees to his wife, so as to split his income and qualify for a lower tax bracket. The IRS of that era taxed all income to him at the higher rate. The Supreme Court upheld the Government's position, stating that the "tax could not be escaped by anticipatory arrangements and contracts however skillfully devised."

Therefore, when an agent completes an Assignment of Commissions form, the commission checks will be sent to the Assignee, but the writing agent, as the Assignor/Earner will be taxed on the commissions and sent the 1099-M Form at the end of the year.



**This form must be completed if you are seeking  
appointment in the State of Florida as a NON-RESIDENT.**

Please indicate the counties in which you will be soliciting business by checking the corresponding boxes below:

- |                                       |                                       |                                     |
|---------------------------------------|---------------------------------------|-------------------------------------|
| <input type="checkbox"/> Alachua      | <input type="checkbox"/> Holmes       | <input type="checkbox"/> St. Lucie  |
| <input type="checkbox"/> Baker        | <input type="checkbox"/> Indian River | <input type="checkbox"/> Sumter     |
| <input type="checkbox"/> Bay          | <input type="checkbox"/> Jackson      | <input type="checkbox"/> Suwanee    |
| <input type="checkbox"/> Bradford     | <input type="checkbox"/> Jefferson    | <input type="checkbox"/> Taylor     |
| <input type="checkbox"/> Brevard      | <input type="checkbox"/> Lafayette    | <input type="checkbox"/> Union      |
| <input type="checkbox"/> Broward      | <input type="checkbox"/> Lake         | <input type="checkbox"/> Volusia    |
| <input type="checkbox"/> Calhoun      | <input type="checkbox"/> Lee          | <input type="checkbox"/> Wakulla    |
| <input type="checkbox"/> Charlotte    | <input type="checkbox"/> Leon         | <input type="checkbox"/> Walton     |
| <input type="checkbox"/> Citrus       | <input type="checkbox"/> Levy         | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Clay         | <input type="checkbox"/> Liberty      |                                     |
| <input type="checkbox"/> Collier      | <input type="checkbox"/> Madison      |                                     |
| <input type="checkbox"/> Columbia     | <input type="checkbox"/> Manatee      |                                     |
| <input type="checkbox"/> Dade         | <input type="checkbox"/> Marion       |                                     |
| <input type="checkbox"/> De Soto      | <input type="checkbox"/> Martin       |                                     |
| <input type="checkbox"/> Dixie        | <input type="checkbox"/> Monroe       |                                     |
| <input type="checkbox"/> Duval        | <input type="checkbox"/> Nassau       |                                     |
| <input type="checkbox"/> Escambia     | <input type="checkbox"/> Okaloosa     |                                     |
| <input type="checkbox"/> Flagler      | <input type="checkbox"/> Okeechobee   |                                     |
| <input type="checkbox"/> Franklin     | <input type="checkbox"/> Orange       |                                     |
| <input type="checkbox"/> Gadsden      | <input type="checkbox"/> Osceola      |                                     |
| <input type="checkbox"/> Gilchrist    | <input type="checkbox"/> Palm Beach   |                                     |
| <input type="checkbox"/> Glades       | <input type="checkbox"/> Pasco        |                                     |
| <input type="checkbox"/> Gulf         | <input type="checkbox"/> Pinellas     |                                     |
| <input type="checkbox"/> Hamilton     | <input type="checkbox"/> Polk         |                                     |
| <input type="checkbox"/> Hardee       | <input type="checkbox"/> Putnam       |                                     |
| <input type="checkbox"/> Hendry       | <input type="checkbox"/> Santa Rosa   |                                     |
| <input type="checkbox"/> Hernando     | <input type="checkbox"/> Sarasota     |                                     |
| <input type="checkbox"/> Highlands    | <input type="checkbox"/> Seminole     |                                     |
| <input type="checkbox"/> Hillsborough | <input type="checkbox"/> St. Johns    |                                     |

# 2017 Compensation Calendar

Pan-American Life Insurance Company (PALIC)  
Pan-American Assurance Company (PAAC)

## Individual Life Operations - New Orleans

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		


SEPTEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				


NOVEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

 <sup>1</sup> Close of compensation - cierre de compensación

 <sup>2</sup> Compensation paid - pago de compensación

 Home Office in New Orleans closed - feriado de casa matriz

 US Federal Reserve holidays not coinciding with Home Office holidays - feriados de la Reserva Federal Estadounidense que no coinciden con feriados de la casa matriz

<sup>1</sup> All Premium payments (checks, wires, credit card payments) must be received one business day prior to close of compensation in order to allow sufficient time to apply funds.

Todos los pagos de prima (cheques, transferencias bancarias, pagos con tarjeta de crédito) deben ser recibidos un día hábil antes del cierre de compensación para tener suficiente tiempo para aplicar los fondos.

<sup>2</sup> Electronic funds for direct deposit are transmitted on this date. Funds typically reach the destination account within two business days.

En esta fecha se efectúa la transmisión de fondos para depósitos directos. Los fondos típicamente llegan a la cuenta destino dentro de dos días hábiles.

\* This calendar only applies to compensation activities for individual sales.



# PRODUCER CORPORATE COMPLIANCE GUIDE

A Field Compliance Guide for PALIG Companies



# TO OUR PROFESSIONAL PRODUCERS & BUSINESS ASSOCIATES:

Compliance with regulatory rules is one central aspect of keeping our clients' trust, something that is crucial to our success. Ethical behavior protects our hard-earned long-term relationships with clients, our reputation for high standards of market conduct, and the integrity each of us strives to maintain. We all share the responsibility for adhering to the highest standards of business practice.

This guide is designed to help our professional producers and business associates understand Pan-American Life Insurance Group's position concerning ethical conduct expectations in today's marketplace and ensure compliance with required rules and regulations. These guidelines apply to all products offered by any company affiliated with the Pan-American Life Insurance Group (collectively referred to as the "Company") and to all conduct associated with these companies and the public.

The Guide is divided into sections. The first section covers the compliance expectations at the corporate level. Following this section may be another that will be specific to a particular line of business, geographic location, or other division of the Company. If a producer or associate of the Company encounters a situation not clearly addressed in this guide, he or she should consult his/her Manager or compliance contact identified in the applicable following section of the Guide.

The Company recognizes that this guide will not cover every possible set of circumstances. Therefore, exceptional situations will be reviewed on a case-by-case basis depending on applicable laws, facts and circumstances.

Thank you for your commitment to apply these principles and standards in your sales practices and client interactions.



José S. Suquet  
Chairman of the Board, CEO and President  
Pan-American Life Insurance Group



Philip J. Straub  
Chief Compliance Officer  
Pan-American Life Insurance Group

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*The term “client” is used interchangeably for employer, policyholder, plan sponsor, insured, certificate holder, participant, or a prospect or other member of the public who wishes to do or is doing business with a Pan-American Life Insurance Group affiliate.*

*The term “producer” is used interchangeably for producer, sub-producer, broker, sub-broker or any other individual soliciting for or placing business with an affiliate of The Pan-American Life Insurance Group.*

*The term “manager” is used interchangeably for a General Agent under a general agency agreement with Pan-American Life or for any individual with management responsibilities over a producer.*

*The terms “Pan-American Life,” “Company,” “we,” “us,” or “our” used in this Guide refer to the Pan-American Life Insurance Group affiliate you represent. Our companies do not give or hold themselves out to give: Legal advice; Tax advice; Investment advice; or Financial planning or Estate planning advice.*

*We are not responsible for such advice that an independent firm or producer may give. In giving any such advice – or holding himself or herself out as doing so – a producer is responsible for observing and complying with any applicable policies and procedures of his or her independent firm in this regard and complying with any applicable legal, regulatory or professional qualifications and requirements. Our companies neither endorse nor supervise such activity of any independent firm or producer.*

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# STATEMENT OF ETHICS

Our Company has a long-standing reputation of acting in a legal and ethical manner. We are committed to following high ethical principles in the sale of insurance to individuals.

- To conduct business according to high standards of honesty and fairness and render services to customers in a manner which it would demand for itself.
- To provide competent and customer-focused sales and service.
- To engage in competition with others in a fair manner.
- To provide advertising and sales materials that are clearly understood, honest and fair in content and timely in release.
- To provide fair and expeditious handling of customer complaints and disputes.
- To maintain a system of supervision that can reasonably be expected to achieve compliance with these principles.
- To assure that any violations of its standards will be dealt with appropriately and any person reporting any incidents of misconduct or violations of standards of behavior will be protected against retaliation.

**The Corporate Code of Conduct and Ethics can be found on the Company website at [palig.com](http://palig.com).**

**All producers are expected to be familiar with the provisions of this Code and subscribe to its tenets.**

**A printer-friendly version is available at the website and every producer should print and refer to the Code during the conduct of his or her business.**

# GENERAL BUSINESS PRACTICES

Pan-American Life is committed to providing the highest quality products and services through the integrity and ethical practices of its employees and business partners. Acts of fraud and other unethical behaviors, whether originating outside or within the Company, can threaten our growth, profitability and leadership in the marketplace. Any producer, employee, client or other interested party aware of or with reason to believe a violation of practices exists should notify the Company immediately.

## Corporate Compliance Policies

Pan-American Life has established compliance policies on specific topics such as Anti-Money Laundering, Anti-Corruption, Know Your Customer, Code of Conduct & Ethics, Anti-Fraud and Privacy. Every producer should review these compliance policies which are available on Producer Direct. If a producer does not have access to Producer Direct, he or she should obtain a copy of the policies from his/her manager, his/her compliance contact, the Chief Compliance Officer, an attorney in the Legal Department or the General Counsel.

## Licensing and Appointments

Every producer, wherever and whenever hired, contracted, appointed, or otherwise named to solicit and place business with the Company, must comply with the appropriate requirements of the jurisdiction in which the solicitation of business will occur. Upon appointment with the Company, the producer will be bound by the requirements enumerated below. Failure to comply with these requirements could lead to immediate termination of the affiliation with the Company.

## Continuing Education

It is the responsibility of the individual producer to satisfy the continuing education requirements of the jurisdiction(s) in which the producer is authorized to transact business. Proof of completing such requirements may be requested by the Company and must be provided upon request.

## Professional Liability Coverage

The Company understands that, despite best efforts and best practices, misunderstandings do occur that can lead to customer complaints. In some jurisdictions, the Company may require its producers to maintain and show proof of Professional Liability insurance. Failure to comply with this requirement may result in contract termination.

## Training and Qualifications

Producers must not mislead any client about their training or qualifications, nor should producers refer to themselves as “experts.” Titles used by any employee of the Company must have the approval of the employee’s manager prior to use.

The following list of the Company’s expectations of its producers, while not exhaustive, gives an indication of what is expected in terms of character, training, and behavior.

- 1 *Maintain character, integrity and fair dealing as unwavering cornerstones of conduct.***
- 2 *Take the responsibilities of field underwriting seriously.***
- 3 *Create strong client relationships with continuous communication.***
- 4 *Document all important communications.***
- 5 *Assure that the client understands any recommendations or suggestions.***
- 6 *Do not exceed your expertise and take continuing education seriously.***
- 7 *If you employ others make sure they are trained thoroughly and appropriately.***
- 8 *When engaging in joint work with other agents, be sure to require the same standards of conduct that you have established for yourself.***
- 9 *Work cooperatively with the client’s other advisors.***
- 10 *Maintain strict compliance with all requirements of the jurisdiction(s) in which you transact business.***

## Whistleblower Hotline and Website

To facilitate the reporting of questionable, unethical or illegal activities, Pan-American Life established the Whistleblower Hotline. This offers any interested party the opportunity to anonymously submit information regarding questionable, unethical or illegal activities encountered in any of the affiliates of the Pan-American Life Insurance Group.

### WHISTLEBLOWER HOTLINE

The Whistleblower Hotline can be accessed by calling

**888-420-8814**

or by visiting [www.palig.com/About/silent\\_whistle.aspx](http://www.palig.com/About/silent_whistle.aspx)

Unless you select otherwise, it is our intent that your comments will remain completely confidential and anonymous. Your identity will not be revealed unless you choose to do so or legitimate legal authority requires identification.



## Corrupt Practices

In the transaction of business, a producer can be exposed to practices that could violate the law and regulations of the jurisdiction in which business is transacted. While many individual jurisdictions will have their own rules and regulations, the Company has established two areas in which all producers must demonstrate having been trained and accepted the requirements of the applicable legislation and regulations.

### *Anti-Money Laundering*

The U.S. Patriot Act establishes certain requirements and control for the insurance services industry in order to prevent insurance companies from being used for money laundering and the financing of criminal and terrorist activities. This legislation has been emulated in many jurisdictions, including countries in Central and South America, and the Caribbean. Consequently Pan-American Life has adopted an anti-money laundering ("AML") compliance program in order to fulfill its obligations under the U.S. Patriot Act and other legislation. All producers are required to adhere to all directives outlined in Pan-American Life's Anti-Money Laundering Policy (AML Policy).

Every producer should review the AML Policy which is available on Producer Direct. If a producer does not have access to Producer Direct, he or she should obtain a copy to the policy from his/her manager, his/her compliance contact, the Company's Chief Compliance Officer, an attorney in the Legal Department, or the General Counsel.

In addition, producers involved in the sale of life insurance products are required to participate in Pan-American Life's on-going AML training program, details of which are available from the producer's manager or his/her compliance contact. Failure to complete the required AML training may result in contract termination.

### *Foreign Corrupt Practices Act*

The Foreign Corrupt Practices Act (FCPA) was enacted to prohibit bribes and other illegal payments to officials of a foreign government, a public international organization or a foreign political party by American companies and by foreign persons present in the United States to obtain or retain business or to secure any improper advantage.

The prohibited payments provisions are designed to prohibit U.S. citizens and companies and foreign persons present in the United States from corruptly using an offer, payment or promise to pay or giving anything of value to officials of a foreign government, public international organization or foreign political party, or (with knowledge or belief that it will go to someone in any such class of recipients) to any person for purposes of influencing official acts (including failures to act) in order to assist in obtaining or retaining business or to secure any improper advantage.

Producers must be aware of the requirements of this act so that situations arising under color of the FCPA's provisions will be properly identified and the appropriate action taken. Producers may be required to take training but at a minimum every producer should review Pan-American Life's FCPA policy which is available on Producer Direct. If a producer does not have access to Producer Direct, he or she should obtain a copy to the policy from his/her manager, his/her compliance contact, the Company's Chief Compliance Officer, an attorney in the Law Department, or the General Counsel.



# REPORTING REQUIREMENTS

## Client Complaints

Pan-American Life defines a complaint as a communication that primarily expresses a grievance, allegation, or dissatisfaction with the quality of any product, service or any action or representation by a Pan-American Life producer. Complaints can be either verbal or in writing.

All written complaints and memoranda documenting verbal complaints must immediately be forwarded to the producer's manager and the appropriate compliance contact. A producer must not, under any circumstances, attempt to resolve a complaint on his/her own or offer to make any payments to a client from the producer's personal funds to resolve a complaint.

## Regulatory and Legal Matters

Every producer should inform his/her manager and the appropriate compliance contact if any of the following occur. The producer:

- Is contacted by any government agency or regulatory body with any inquiries (including simple questions regarding advertisements or letterhead);
- Is the subject of any investigation or inquiry by any government agency or self-regulatory body or is required to testify before any such agency or body;
- Is a defendant or respondent in any litigation, proceeding, or arbitration alleging violation of any rule or regulation of any governmental agency or self-regulatory body;
- Is the subject of any censure, injunction, suspension, fine, cease and desist order, or other disciplinary action by any governmental agency or self-regulatory body;
- Has any registration, license, permit, certification, or membership denied, suspended, revoked, or restricted by any governmental agency or self-regulatory body or is barred from becoming associated with a broker or dealer or life insurance company or from engaging in any other securities activities by any governmental agency or self-regulatory body;
- Is the subject of any contempt proceeding or of any civil judgment;
- Is the subject of any verbal or written complaint by a client or any claim for damages filed by a client;
- Is the subject of any bankruptcy; or
- Is the subject of any arrest, summons, arraignment, indictment, or conviction, or pleads guilty or no contest to any criminal offense other than a minor traffic violation, such as a parking or speeding ticket.

## Other Prohibited Activities

### *Insider Trading*

In the course of providing services, producers may be exposed to confidential or non public information about the Company. Insider trading involves the use of "inside information," as a basis for buying, holding or selling a security; making recommendations to others on the basis of inside information; or communicating inside information to another person. Generally, "inside information" is information that is "material" and "non-public." Information would be considered "material" if a reasonable investor would consider it to be important in making investment decisions; information would be considered "non public" if it had not yet been publicly disclosed or was not yet in general circulation. Producers are expressly prohibited from engaging in or assisting insider trading in any way in any jurisdiction. Violations must be reported to Pan-American Life's Compliance Department as soon as known or discovered.

### *Fraudulent Activity*

A producer must not effect any transaction or induce the purchase or sale of any product by means of any manipulative, deceptive, or other fraudulent device or contrivance.

#### **Examples of prohibited activities include, but are not limited to, the following:**

- Signing an application for, or otherwise acting on behalf of, any person not appropriately licensed for the product;
- Paying commissions to an unlicensed individual (even if the individual becomes licensed after the sale);
- Forgery (this includes signing a client's name with or without his/her permission);
- Signing as a witness to a signature that the producer did not actually witness;
- The establishment of fictitious client accounts;
- The execution of a transaction for a client without the client's express consent;
- Obtaining file blank forms that have been signed by the client;
- Falsification of records;
- Placing your address as the mailing address (address of record) on a client's policy;
- Twisting; Rebating; Commingling of funds; Money laundering;
- Stating or implying that the premiums on a life insurance policy will "vanish" under a premium offset;
- Misappropriation of client or Pan-American Life funds;
- Nondisclosure or misstatement of material facts; or
- Any other type of deception.

**Fraudulent activities must be reported to Pan-American Life's Compliance Department as soon as known or discovered.**

# COMMUNICATIONS WITH CLIENTS

Any producer affiliated with the Company must present himself or herself to the public in a manner consistent with Pan-American Life's high standards. Building trust with the client requires a full, fair, and honest explanation of the products and services that are offered. To that end the following are expectations of how a producer will communicate with an individual both before and after that person becomes a client.

## Product Knowledge

It is the producer's responsibility to know and understand any product recommended and to relay this information accurately to the client or potential client. This includes making all relevant disclosures to a client including any required documents or forms. Producers should be familiar with the product specifics pertinent to each client, such as general underwriting criteria, costs, fees, expense structures, limitations, restrictions, potential benefits and risks.

## Field Underwriting

While the final decision on every application rests with the Underwriting Department, underwriting begins in the field and the Company cannot underwrite its risk successfully unless preliminary steps are thorough and accurately performed by the producers. Producers can assist in expediting the underwriting process by asking all required questions and submitting complete applications. In addition, every producer must know his or her clients and the terms, conditions, and policy provisions of the products available to make appropriate product and service recommendations.

It is incumbent on the producer to make all reasonable attempts to assure that any contemplated transaction is appropriate to the client's specific financial circumstances, experience and expectations. The producer should maintain in a client file all documentation about the contemplated transaction.

## News and Media Communications

All communications by producers with members of the press/media about the Company must be reviewed, pre-approved and, in some instances, handled by Company's Corporate Marketing Department. This is the only department authorized to speak directly with the media.

**If a producer is presented with a situation and is unsure how to proceed, or if a producer has received a media inquiry, he or she should contact the Corporate Marketing Department immediately at [corporatemarketing@palig.com](mailto:corporatemarketing@palig.com)**

## Sales Material and Advertising

Only Company approved sales material and advertising may be used in the solicitation for the sale of any of the Company's products or services. Any other material that is used to solicit, sell or service Pan-American Life products and services must be approved by the appropriate Compliance Department in writing prior to use.

Sales material refers to virtually all forms of communication delivered to a client or prospect in print or electronic media (e.g., the Internet, e-mail). Sales material refers to any material intending to raise an interest in a product or service, making a reference to a specific product (whether proposed or existing) or service, or making any type of recommendation to buy, sell, or hold a product or to take advantage of a product feature. This includes all client correspondence (via letter, e-mail, fax, etc.), newsletters, recruiting ads, training material, radio or TV spots, brochures, sales presentations, seminars, proposals, telephone scripts, telephone "hold" messages, third-party software, sales promotion materials, sales and supplemental illustrations, Internet websites or home pages, newspaper or magazine articles, business cards and letterhead.

**Materials that do not refer or relate to Company's products or services and basic servicing letters (such as, "attached are the forms you requested" or "it was nice to meet you the other day") do not require pre-approval.**

## Fair Competition

Pan-American producers have a duty to engage only in active and fair competition, thus avoiding disparaging remarks about a competitor. Fair competition should be based on such things as price, quality and service.

Untruthful, deceptive, or misleading comments regarding our competitors or their products should never be used. Comparison of the Company's products with those of our competitors must be fair and balanced. This means that material facts, both positive and negative, regarding the products of Pan-American Life and the competitor must be disclosed to allow the client to make an informed decision. Also, only comparisons of substantially similar policies and benefits are permitted and it is unfair and unethical to compare one type of product or service to a completely different one.

## Client Privacy

The Company has a detailed privacy policy. Under the Company privacy policy, producers are required to protect the confidentiality and security of information the producer collects, receives, has access to, or maintains about Pan-American Life's clients. If a third party requests information about a policy or seeks to change the policy, producers are expected to confirm with the Company's servicing departments that the third party has appropriate authorization to act on behalf of the client for the given situation and that appropriate documentation is on file prior to accepting and facilitating any request or sharing any information with the third party.

**Each producer must review, understand, and comply with Pan-American Life's privacy policy which is available on Producer Direct. If a producer does not have access to Producer Direct, he or she should obtain a copy to the policy from his/her compliance contact, the Company's Chief Compliance Officer, an attorney in the Law Department, or the General Counsel.**

## Social Networking Websites

Producers may use social networking websites for personal reasons, but use of these websites warrants caution and an understanding of applicable regulatory rules that may transform "social" and "personal" use of a website into a form of regulated communication.

Pre-approval by the appropriate Compliance Department is required for any Company-related information that is to be posted in any Facebook, Google+ or LinkedIn, or similar profiles. When information is added or updated on the producer's profile, the producer must resubmit the entire profile along with the new content to the appropriate Compliance Department for approval. This applies to other social media websites, including, but not limited to, Twitter, You Tube and Wikipedia.

# SUMMARY

The policies outlined in this guide will serve you well as you build a successful relationship with The Pan-American Life Insurance Group. By incorporating them into your everyday business practices, you will help protect yourself, your clients, your firm, and the Company. Addenda to this section of the guide will cover the details of specific areas of the Company in greater detail.

It is important to note that this guide is not a contract. In the event of any inconsistency between this guide and your contract with any affiliate of The Pan-American Life Insurance Group, the terms of the contract will govern. Nothing in this guide is intended to imply or create an employee-employer relationship between the Company and its independent producers.



For questions about this guide,  
please e-mail **[compliance@palig.com](mailto:compliance@palig.com)**.

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