

# INDIANAPOLIS LIFE

An **AMERUS** Company

Indianapolis Life  
Insurance Company  
Licensing and Contracting  
P.O. Box 14590  
Des Moines, IA 50306-3590  
888/466-6306  
515/557-2669 Fax

## *Independent Marketing Organization Producer Contracting Instructions*

Thank you for your interest in Indianapolis Life Insurance Company. Please make sure the following forms have been completed before submitting to your recruiter. Remember that the contracting process is not complete until all paperwork has been received and approved.

- Complete and sign Producer Contract Application (form 61010).  
Includes Automatic Deposit Authorization (EFT). In order to be set up for Automatic Deposit, a voided check or copy of a voided check must be attached.
- Sign Consumer Report Authorization (form 14030)
- Independent Marketing Organization Producer Contract (form 61271)  
\_\_\_\_\_ If corporation or partnership, officer name and corporate name must appear on agent line.
- Copy(s) of current license(s) and non-resident appointment fee(s)
- If commissions are to be paid to a corporation, please complete and include:  
Assignment of Commissions Agreement (form 61467)  
W-9 form  
Articles of Incorporation
- Transmittal form
- Copy of Errors & Omissions coverage



\* 6 1 2 6 6 0 5 0 4 \*



**BANKERS LIFE OF NY**  
An AMERUS Company

**INDIANAPOLIS LIFE**  
An AMERUS Company

**Designate insurer to which you are applying**

- AmerUs Life Insurance Company**  
Licensing and Contracting  
P.O. Box 1555  
Des Moines, IA 50306-1555  
800/800-9882  
515/557-2669 Fax
- Bankers Life Insurance Company of NY**  
65 Froehlich Farm Blvd.  
Woodbury, NY 11797-9847  
888/900-9543  
516/390-7435 Fax
- Indianapolis Life Insurance Company**  
Licensing and Contracting  
P.O. Box 14590  
Des Moines, IA 50306-3590  
800/800-9882  
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**Producer  
Contract  
Application**

**Name of Distribution** \_\_\_\_\_

*A copy of your current license must be submitted along with this form. All sub-licensees on corporate license must complete the producer information on this form.*

**PRODUCER INFORMATION**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Date Of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_

Business Street Address \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_ Bus Phone \_\_\_\_\_

Fax Number \_\_\_\_\_ Email Address \_\_\_\_\_

Residence Street Address \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_ Residence Phone \_\_\_\_\_

No. of years at current residence \_\_\_\_\_

Prior Residence Address \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_ No. of years at residence \_\_\_\_\_ Designation(s) \_\_\_\_\_

**CORPORATE INFORMATION** *(Complete this section if commissions are to be paid to a corporation. Corporation must be licensed)*

Corporate Name \_\_\_\_\_ Tax I.D. Number \_\_\_\_\_

Name(s) on corporate license \_\_\_\_\_

Business Address \_\_\_\_\_  
Street County City State Zip

**OVERNIGHT DELIVERY ADDRESS**

Address \_\_\_\_\_

**RECRUITER INFORMATION**

Recruiter Corporate or Individual Name \_\_\_\_\_

Recruiter Phone \_\_\_\_\_ Recruiter Fax \_\_\_\_\_

Recruiter Number \_\_\_\_\_

**COMPANY AFFILIATIONS**

Company	From	To	Type of Contract	Current Status



**Have you, the corporation, or any officer, director, or employee of the corporation:**

- a. Are you presently or have you ever been contracted with AmerUs Life, Indianapolis Life, or Bankers Life of New York?  Yes  No  
If you answered yes to the above question, please provide producer code and details including states licensed in \_\_\_\_\_  
\_\_\_\_\_  
(Please include copy(ies) of license(s) & Non-Resident Fees)
- b. Do you have any new business pending?  Yes  No  
If you answered yes to the above question, please include client's name, the date application was signed and the state application was signed in \_\_\_\_\_  
\_\_\_\_\_
- c. Do you presently have Error's & Omissions coverage?  Yes  No. If yes, provide Carrier and Policy number \_\_\_\_\_ **Attach carrier declaration page**
- d. Ever been subject to any claims resulting in payment by your E & O carrier?  Yes  No
- e. Do you hold a Securities License; if so who is your broker/dealer? \_\_\_\_\_
- f. Has your insurance license ever been revoked?  Yes  No
- g. Ever been discharged from any employment or had an insurance producer contract terminated for reasons other than low production?  Yes  No
- h. Ever plead guilty or Nolo Contendre (no contest) to or been convicted of any offense other than a minor traffic violation:  Yes  No
- i. Have you; the corporation; any officer, director, or employee of the corporation; or any company or agency represented by either you or the corporation been sued because of any allegation of wrongdoing as an insurance producer?  Yes  No
- j. Is your or the corporation's commission account with any other insurer in a negative position or in dispute, or have either of you been sued by an insurer to recover commissions or other amounts?  Yes  No
- k. Have you ever been sued or subjected to regulatory inquiry or action as a result of any activity relating to the promotion or sale of securities or other investments?  Yes  No
- l. Have you filed for bankruptcy in the last 7 years?  Yes  No
- m. If you answered yes to any of the above questions, please provide an explanation for each. (Attach a separate sheet if necessary).

**AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT (ATTACH VOIDED CHECK)**

I hereby authorize AmerUs Life, Bankers Life, Indianapolis Life, and the financial institution named below to initiate credit entries to my account and to reverse any entries made in error. I understand that the company will give me prior notice of any such reversal.

Depositor Name \_\_\_\_\_ Bank Transit ABA Number \_\_\_\_\_  
Account Number \_\_\_\_\_

This authorization is to remain in full force and effect until AmerUs Life, Bankers Life, or Indianapolis Life has written notification from me of its termination in such time and in such manner as to afford AmerUs Life, Bankers Life, or Indianapolis Life a reasonable opportunity to act on it. **Note:** In order to be set up for Automatic Deposit, a void check or other document that shows your bank ABA number and account number must be attached.

<p><b>Taxpayer Identification Number (TIN)</b> Enter your taxpayer identification number or social security number _____</p> <p>Certification - Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"><li>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and;</li><li>2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.</li></ol> <p>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 of underreporting interest or dividends on your tax return.</p>
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**PRODUCER AGREEMENT**

By my signature below, I hereby acknowledge I have read the attached copy of the AmerUs Life, Bankers Life Insurance Company of NY, or Indianapolis Life Contract and I understand this Application will form and become a part of my Contract. I agree that, upon approval of this Application, my signature below will be deemed my signature on the attached Contract. I agree to be bound by all of the terms and conditions of the attached Contract including any schedules, supplements or amendments. I agree not to solicit business until I receive notification from the Insurer that my Application has been approved and that I am authorized to do so. I understand and agree that, if appointed, any misrepresentation of facts herein provided will be grounds for termination of the Contract at the sole discretion of the Insurer.

**Producer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

If signing on behalf of a corporation, please specify officer title. \_\_\_\_\_



**INDIANAPOLIS LIFE**  
An AMERUS Company

**BANKERS LIFE OF NY**  
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**AMERUS**  
*Life*

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**Consumer Report  
Authorization**

**Authorization and Release for Use of Consumer Reports**

In making this application for an Producer's Contract, I understand that a credit report and consumer investigation may be prepared. I understand that such reports may be prepared whereby information about me is obtained through personal interviews with neighbors, friends, or others with whom I am acquainted. These reports include information as to my character, reputation, personal characteristics, and mode of living. I understand that I have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of any investigation performed in preparing such reports. The Vector Insurance network will be checked for any reported outstanding producer debt with previous employers. I hereby authorize AmerUs Life, Bankers Life Insurance Company of NY, and Indianapolis Life to procure a credit report and/or consumer investigative report, and release it from all liability in connection from procuring and using such reports. This authorization and release, in original or copy, shall be valid for this and any other reports or updates.

**For California, Minnesota, and Oklahoma Residents Only**

Pursuant to the laws and regulations of the states of California, Minnesota, and Oklahoma, you are hereby notified that a consumer credit report will be obtained through Professional Resource Screening, P. O. Box 5130, Concord, CA 94524, in connection with this application. The Vector Insurance Network will be checked for any reported outstanding debt with previous employers. Please indicate below whether or not you wish to receive at no charge to you a copy of this report.  Yes  No

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

Signature of Producer: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

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



\* 1 4 0 3 0 1 2 0 3 \*

Agent: \_\_\_\_\_ Contract Date: \_\_\_\_\_

This agreement ("Contract") is made between Indianapolis Life Insurance Company ("we" or "us") and the Agent named above ("you"). The Producer Contract Application you executed and the Compensation Schedules we from time to time provide to you are incorporated into the Contract by this reference.

**Appointment**

We hereby appoint you to act as our nonexclusive agent, subject to the terms and conditions stated below, for the insurance products described in the Compensation Schedules. You agree to comply with all applicable statutes and regulations and with the rules and operating procedures we periodically publish electronically and/or by document.

**Authority over Agents**

If so stated in the Compensation Schedules provided to you, you have the authority to recruit and recommend to us individuals to be appointed as our agents. No recommendation or application for appointment or contract will be effective until approved by us. Subject to our acceptance, you may designate agents on whose production you are to receive compensation from us, and you will be responsible for the activities of such agents and any agents recruited by them ("your agents"). The term "agency" refers to you and your agents, collectively.

**Receiving Premiums**

You have the authority to collect the first premium only, and you shall promptly remit that premium to us. You may not commingle policyowner premiums with your personal or corporate funds or with your agency funds, and premium payments may not be remitted from personal, corporate, or agency accounts (except on policies you personally own or as we may authorize in writing). All monies received by you for or on behalf of us shall be made payable to us, and you shall not endorse or cash checks, drafts, money orders, or financial instruments made payable to us.

**Company's Exclusive Authority**

Only we have the authority to change any of the terms, rates, or conditions of our contracts or policies. We may at our discretion:

- a. Modify or amend any plan of insurance.
- b. Set maximum and minimum limits on the amount for which any plan of insurance may be issued.
- c. Modify the conditions under which any plan may be sold.
- d. Discontinue or withdraw any plan from your operating area.
- e. Cease doing business in your operating area.
- f. Determine the commissions to be paid on any policy which has been reinstated, surrendered, or converted; has replaced existing insurance; on which the death benefit has been reduced; or which is not enumerated in the Compensation Schedules.
- g. Make charges for rejected, undelivered, or reissued policies.

**Advertising/Company Property**

You and your agents may not use any promotional, advertising, or other sales materials in connection with us or our policies without our permission. You and your agents shall not use without our express written consent or otherwise appropriate, publish, or disseminate our trade secrets, intellectual property (including trademarks, logos, or copyrighted materials), customers' nonpublic personal financial information, or other proprietary documents or information.

**Independent Contractor**

You are our independent contractor. Nothing contained in this Contract shall be construed to create an employer-employee relationship between you and us. You are free to exercise independent judgment as to the time and manner you perform the acts you are authorized to perform under this Contract.

**Delivery of Policies**

You shall deliver policies only after all of our underwriting requirements have been satisfied and the initial premium has been paid and during the good health of the applicant. You shall return to us policies not delivered within the delivery period.

**Return of Premiums**

We may reject applications for insurance without specifying the reasons or cancel any policy and return the premium. You shall refund to us promptly upon demand any compensation we have paid to you or your agents on cancelled or declined policies or on premiums we have returned.



\* 6 1 2 7 1 1 2 0 3 0 1 \*

**Indemnity and Indebtedness**

You agree to indemnify us for any damages or other loss, cost, or expense (including attorney's fees) we incur as a result of the acts or omissions of you or your agents. This duty to indemnify and your liability to us hereunder shall extend to any amount you or your agents owe to us as debt, damages, or other loss, cost, or expense, including attorney's fees and other costs of collection. We may make demand upon you for, and you shall pay, any amount owed to us by your agent, and we shall not be obligated to first make claim therefor against the agent.

You grant to us a first priority security interest in all compensation payable to you to the extent of any amount you owe to us, and we shall have the right to offset any such amount against such compensation. Any amount you owe to us shall be due upon demand and thereafter shall bear interest at a rate which shall not exceed the then-current prime rate plus 5%. The prime rate shall be that interest rate published regularly by The Wall Street Journal.

The duty to indemnify, grant of security interest, and right of offset established herein shall survive the termination of this Contract.

**Contract Not Assignable**

You shall not assign or pledge any amount owed to you hereunder without our prior written consent. Any such assignment or pledge is subject to our prior security interest and right of offset. All other rights and obligations under this Contract are personal to you and may not be transferred or assigned.

**Compensation**

Any compensation (commissions, fees, and bonuses) owed to you hereunder as a result of sales by you or your agents shall be paid pursuant to the Compensation Schedules and our rules and operating procedures, any of which may be revised, replaced, or withdrawn from time to time at our sole discretion. We will give you notice (electronically or by document) of any such change or amendment. First-year commissions or service fees payable on business sold by you or your agents prior to the effective date of any such change or amendment shall not be reduced.

**Termination**

This Contract may be terminated without cause by either you or us upon 30 days written notice to the last-known address of the other party. This Contract will terminate automatically without cause upon your death if you are an individual. Following any termination without cause, Company may withhold compensation payable hereunder for a period not to exceed 365 days.

We have the right to terminate this Contract for cause immediately upon written notice to your last-known address. Cause shall include but not be limited to the following:

- a) you withhold, embezzle, or misappropriate any money or other property belonging to us;
- b) you subject us to liability;
- c) you fail to comply with the laws, rules, or regulations of any federal, state, or other governmental agency having jurisdiction over you or us or with our rules and operating procedures;
- d) you commit any material breach of this Contract;
- e) you commit any fraud or make any material misrepresentation of fact including but not limited to misrepresentation of any fact on the Producer Contract Application;
- f) you fail to pay when due any indebtedness to us;
- g) you are convicted of or plead guilty or "no contest" to any felony or to any crime involving dishonesty, breach of trust, or violation of any federal law;
- h) you are not a duly licensed insurance agent;
- i) you engage directly or indirectly in rebating of commissions payable or paid in connection with the purchase of insurance; or
- j) you engage in any effort to systematically replace the policies or contracts written by you or your agents with us.

Upon termination for cause, no further compensation shall be paid hereunder. Upon any termination of this Contract, supplies and other property furnished by us to you shall be returned to us.



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***Independent Marketing Organization  
Producer Contract***

**Arbitration**

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and the Federal Arbitration Act. If the American Arbitration Association is not then in existence, the parties shall select arbitrators as provided herein, and the arbitration shall be governed by the Commercial Arbitration Rules last in effect. Any party seeking arbitration must give the other 30 days written notice of that intent. A single United States arbitrator or, in the case of a dispute in which the amount in controversy exceeds \$100,000, a panel of 3 United States arbitrators shall interpret this Contract pursuant to Indiana law and shall base any decision or award on applicable law and judicial precedent. The parties hereby expressly agree that the arbitrator(s) shall not award punitive damages, and they further agree that should any award of punitive damages be made and affirmed on appeal such award shall not exceed 2 times the compensatory damages awarded. Any award by the arbitrator(s), other than an award of punitive damages, shall be final, and judgment thereupon may be entered and enforced in the Superior Court of any Indiana County and transferred to any other jurisdiction. Any arbitration initiated hereunder shall be conducted in Indianapolis, Indiana.

**Non Interference**

After termination of this Contract for any reason, you will not directly or indirectly (i) induce or urge any policyowner of Indianapolis Life or its affiliates to lapse, surrender, or otherwise terminate any policy or (ii) induce or urge any Indianapolis Life agent to terminate any relationship with us. In the event this provision is violated and without limitation of our other remedies, all your rights to compensation under this Contract will cease immediately, and you will be liable for any damages we suffer. You agree that money damages for your breach of this provision will be inadequate and that we also are entitled to seek injunctive relief to prevent further breaches hereof. We may seek that injunctive relief, coupled with any claim by us for damages, in any state or federal district court in Indianapolis, Indiana, and you agree that those courts have personal jurisdiction over you for the purpose of any such action. Any claim for injunctive relief and damages pursuant to this paragraph shall not be subject to the Arbitration provisions of this Contract.

**Entire Agreement**

Except for compensation payable with respect to business sold under any previous contract between you and us, this Contract supersedes any previous agreements between you and us. This Contract, including the Producer Contract Application, the Compensation Schedules, and any supplements referenced herein, set forth the entire agreement between you and us, and except as provided herein, it may be altered or amended only by a writing signed by you and our authorized officer. This Contract shall be governed by the laws of the State of Indiana without regard for principles of conflicts of law.

The effective date of this Contract is the Contract Date set forth above. The Contract Date shall be the date the attached Producer Contract Application, signed by you, is approved by us.

/s/ \_\_\_\_\_  
Senior Vice President  
Indianapolis Life Insurance Company



THIS ASSIGNMENT OF COMMISSIONS AGREEMENT (the "Assignment"), is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the "Assignor"), residing at \_\_\_\_\_ (the "Assignee"), located at \_\_\_\_\_, and Indianapolis Life Insurance Company (the "Company") located at \_\_\_\_\_.

WHEREAS, Assignor is a party to a contract with the Company dated as of \_\_\_\_\_ ("Agent's Contract"), whereby Assignor solicits applications for insurance policies ("Applications") that are underwritten by the Company, pursuant to which the Company agrees to pay first-year commissions when policies resulting from those applications solicited by Assignor are issued and renewal commissions when renewal premiums are paid by the policyholders on the policies;

WHEREAS, Assignor has an agreement in place with Assignee ("Engagement Agreement") whereby Assignor has entered into a working relationship with Assignee and has agreed to assign to Assignee all first-year and renewal commissions and all other amounts (collectively "Commissions") accruing to Assignor under the Agent's Contract, and Assignee has agreed to retain Assignor's services with respect to insurance sales and compensate Assignor for such services;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to all Commissions.
2. Assignee hereby accepts the assignment of all of Assignor's right, title and interest in and to the Commissions.
3. Assignor hereby directs the Company to pay all amounts assigned hereunder directly and solely to Assignee and specifically agrees that such payment will discharge the Company's obligation as set out in the Agent's Contract or the Assignment to make such payments and will release the Company from any and all liability to make such payments.
4. Where applicable, the Assignee agrees to be responsible for the withholding of all Federal, state and local taxes, and any social security or unemployment taxes due and owing with respect to the Commissions arising out of or relating to this Assignment.
5. This Assignment shall be effective for all Applications submitted to the Company on or after the date hereof, but shall have no effect on Commissions due on or paid for Applications submitted prior to such date. Upon termination of this Assignment, all Commissions not yet credited or paid to Assignee shall revert to Assignor.
6. This Assignment shall be subject to the terms and conditions of the Agent's Contract and to any present or future claim of the Company, including but not limited to i) any indebtedness of Assignor to the Company and/or ii) any charges made or fees assessed against Assignor by the Company.
7. Assignor and Assignee hereby indemnify in full and hold harmless the Company and its officers and employees from any liability which may arise by virtue of any actions the Company or its officers or employees may take pursuant to this Assignment
8. Neither Assignor nor Assignee shall have the right to assign this Assignment without the prior written consent of the Company, and any purported assignment without such consent shall be null and void and of no force and effect. All representations, warranties, covenants, powers and rights herein contained shall be binding upon, and inure to the benefit of, Assignor, Assignee and the Company and their respective successors and permitted assigns.
9. This Assignment shall terminate upon the occurrence of one or more of the following events: (a) termination of the Engagement Agreement; (b) dissolution of Assignee; (c) change in Assignor's status from an individual to a corporate or other legal entity; (d) change in Assignee's name or form of operation; and (e) mutual assent. In each of the forgoing instances, Assignee and the Company must properly execute a "Termination of Assignment of Commissions Agreement" form for the termination to be effective.
10. This Assignment may be executed, acknowledged and delivered in any number of counterparts and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.
11. The terms of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by their duly authorized representatives.

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

Name: \_\_\_\_\_  
Assignor

Assignee  
Assignee's Tax ID No. \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

Indianapolis Life Insurance Company

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

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

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

Title: \_\_\_\_\_



\* 6 1 4 6 7 0 4 0 4 \*



# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

<b>Please print or type</b>	Name (If a joint account or you changed your name, see <b>Specific Instructions</b> on page 2.)	
	Business name, if different from above. (See <b>Specific Instructions</b> on page 2.)	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	

<b>Part I Taxpayer Identification Number (TIN)</b>	List account number(s) here (optional)					
<p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see <b>How To Get a TIN</b> on page 2.</p> <p><b>Note:</b> If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</p>	<b>Part II For Payees Exempt From Backup Withholding</b> (See the instructions on page 2.)					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border: 1px solid black; padding: 2px;">Social security number</td> <td style="text-align: center; border: 1px solid black; padding: 2px;">OR</td> <td style="text-align: center; border: 1px solid black; padding: 2px;">Employer identification number</td> </tr> <tr> <td style="text-align: center; border: 1px solid black; padding: 2px;">        +      </td> <td></td> <td style="text-align: center; border: 1px solid black; padding: 2px;">  +            </td> </tr> </table>		Social security number	OR	Employer identification number	+	
Social security number	OR	Employer identification number				
+		+				

**Part III 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.

**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 2.)

<b>Sign Here</b>	Signature ▶	Date ▶
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**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

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

**What Is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN when required. See the Part III instructions on page 2 for details.

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

**Penalties**

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

**Civil Penalty for False Information With Respect to Withholding.**—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal Penalty for Falsifying Information.**— Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

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

## Specific Instructions

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

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

**Sole Proprietor.**—You must enter your **individual** name as shown on your social security card. You may enter your business, trade, or “doing business as” name on the **business name** line.

**Other Entities.**—Enter the business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or “doing business as” name on the business name line.

### Part I—Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

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

**How To Get a TIN.**—If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5** from your local Social Security Administration office. Get **Form W-7** to apply for an ITIN or **Form SS-4** to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

**Note:** Writing “Applied For” means that you have already applied for a TIN **OR** that you intend to apply for one soon.

### Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are **not** exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Separate Instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write “Exempt” in Part II, and sign and date the form.

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

### Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

**1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

**3. Real Estate Transactions.** You must sign the certification. You may cross out item **2** of the certification.

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

**5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions.** You must give your correct TIN, but you do not have to sign the certification.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends,

and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

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

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

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

<sup>3</sup> You must show your individual name, but you may also enter your business or “doing business as” name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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



# INDIANAPOLIS LIFE

An **AMERUS** Company

Indianapolis Life  
Insurance Company  
P.O. Box 14590  
Des Moines, IA 50306-3590  
800/800-9882  
515/557-2669 Fax

## Commission Annualization Amendment

IMO Code: \_\_\_\_\_ Agent Code: \_\_\_\_\_

Annualization Effective Date: \_\_\_\_\_ Annualization Percent: \_\_\_\_\_

Annualization Rule: \_\_\_\_\_

Pursuant to the Agency Contract dated \_\_\_\_\_, and currently in force between \_\_\_\_\_ (Agent) and Indianapolis Life Insurance Company (the Company), the Company has appointed Agent to solicit and procure applications for the Company's insurance contracts, both directly and through other Producers appointed by Agent on behalf of the Company, and the Company has agreed to pay Agent commissions on premiums or consideration received by it pursuant to the terms of said Agency Contract.

Said Agency Contract is hereby amended by the addition of the following:

### 1. Annualized Commission on First-Year Premiums

In the sole discretion of the Company, it may from time to time make payments of annualized commissions to Agent and/or to such above-described Producers as may be requested by the Agent in writing.

For purposes of this amendment, a payment of annualized commission shall mean the payment by the Company of a percentage of the balance of unearned first-year commissions on an insurance contract for which the premiums or consideration are to be paid to the Company during the first policy year by monthly preauthorized check (PAC).

First year premium payments, including any premium dump-ins received during the first year, offset the initial policy advance prior to release of any additional commissions of the policy. Additional first year commission after advance is offset is paid to agent as earned.

### 2. Indebtedness

If, after such payment of annualized commissions on an insurance contract, any portion of the first-year premiums or consideration for that contract shall fail to be paid to the Company when due, Agent shall be fully responsible for and shall repay the Company an amount equal to all commissions previously paid to Agent and/or to such IMO and Producers by the Company on all first year premiums or considerations remaining unpaid to the Company on such insurance contract at the time of such failure to pay. The amount to be repaid shall be the general indebtedness of the Agent to the Company, deemed incurred as of the time of such failure to pay, and shall be immediately due and payable in full by Agent, unless a subsequent due date for payment shall in the sole discretion of the Company be agreed to by the Company in writing. The Company may at any time without notice or demand to Agent or IMO exercise any rights or remedies available to it to enforce payment or collection of any such indebtedness, including, but not limited to charging to Agent all attorney's fees and other collection expenses as permitted by law. An indebtedness incurred by Agent or Agent's Producers shall, in the absence of any agreement in writing to the contrary, be loans payable upon demand. As security for any such loans, the Company shall have first lien upon any compensation payable to Agent under this or any other contract between Agent and the Company and may at any time deduct from any such compensation any such indebtedness.

### 3. Chargeback

For the purpose of calculating the first-year commission obligations of the Company to Agent under said Agency Contract, an offset and/or chargeback of commissions will be deemed as a negative commission reducing first-year commissions earned by Agent in the contract year in which such offset and/or chargeback occurs.

### 4. Termination of Amendment

This amendment shall terminate upon the termination of said Agency Contract or immediately upon written notice to Agent, whichever shall first occur. However, any indebtedness of Agent to Company resulting from payment of annualized commissions by Company shall accrue and be payable as though this amendment or said Agency Contract had not terminated.

Due to the possibility of charge back of commissions and refunded premiums, the Company will hold any compensation due the Agent for a period of up to one year. Once it is possible for the Company to release commissions, they will be sent to the Agent subject first to:

- (a) Any Debit Balance, and
- (b) Any Assignment of Commissions

### 5. Counterparts

This agreement may be executed in two or more separate counterparts, each of which shall be deemed to be an original hereof, but all of which shall constitute one and the same instrument.

### 6. Annualization Authorization

I hereby request Annualization of commissions generated by me, as writing agent, on business written for the Company through \_\_\_\_\_ . The Company may, at its discretion, discontinue annualization at any time.

### ANNUALIZATION SPECIFICATIONS:

Annualized Percentage \_\_\_\_\_ Maximum Advanced Per Case \_\_\_\_\_

Annualization Rule \_\_\_\_\_

### APPROVED

\_\_\_\_\_  
Writing Agent - Please Print Name

\_\_\_\_\_  
Writing Agent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Independent Marketing Organization

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

\_\_\_\_\_  
IMO's Signature/ Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Indianapolis Life Insurance Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title