

appointment | **Producer**
checklist | Individual

CKLIST



Ameritas Life Insurance Corp. (ALIC), Ameritas Life Insurance Corp. of New York (ALICNY)

To: Field Relations / Fax: 513-595-2800

From: _____ Producer Name: _____

Date: _____

The forms below are for the sale of Fixed Life products for Ameritas Life Insurance Corp.

Section I: Individual Producer

- Producer Application (Form ULC 229)
- Applicant Authorization to Obtain Consumer Report (Form ULC 5)
- Producer Contract (Form ULC 293)
- State Appointment Form (Form ULC 45)
- Credit Card Authorization (Form ULC 93) for all nonresident state appointments or send check payable to 'Ameritas'
- Market Conduct Form (Form ULC 16 Page 5 only)
- Direct Deposit (Form ULC 228)
- W-9 Request for Taxpayer ID Number
- Proof of E&O Coverage

Optional

- Designation of Beneficiary (Form ULC 21)
- Producer Annualization Authorization (Form ULC 230)

Complete the following if ONLY selling Disability Income products OR Life and Disability Income in the state of New York:

- Expense Allowance Form (Form ULC 300)
- Hierarchy Worksheet (to be completed by Agency/Manager)

Section II: To Be Completed by Agency/Manager

Producer Reports to:

Upline/Manager Name(s)	@ Rank	Producer # & Code AG000XX-XXX

Commissions payable:

- As earned
- Annualization/Placed Advance (Producer Annualization Authorization form required.) (check one): 50% 75%

Producer Application

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



Legal Name: (Last, First, Middle)		Preferred Name:		
Social Security Number:	Date of Birth:	Professional Designations: (CLU, ChFC, other)		
Fax Number:		Cell Phone Number:		
Residence Address: Street	City:	State:	ZIP:	Residence Telephone:
Business Address: Street	City:	State:	ZIP:	Business Telephone:
Your Email Address:		Website Address:		

Where is mail to be delivered? Business Residence

Are you currently or have you ever been a registered representative or a registered investment advisor? If yes, with whom? _____

Bonding, Securities and Insurance Questions

If the answer to any of the following questions is "Yes," you must submit a detailed explanation of each issue/obligation, including documented repayment terms.

- Do you now owe any money to another insurance company or have you ever discontinued selling for another insurance company when you were indebted to the company? Yes No
- Have you ever been a party to a bankruptcy or receivership proceeding involving your personal or business debts? Yes No
- Have you had or are you currently involved in any personal or business tax liens, suits, judgments, collections or charged off debt? Yes No
- Has any insurance company ever terminated any agency, agent or broker contract with you for any reason other than insufficient sales? Yes No
- Have you ever had any charges or complaints filed against you by any state insurance department or other entity? Yes No
- Has any person ever complained to an insurance department or other agency about your conduct as an agent? Yes No
- Has your insurance license ever been suspended or revoked or have you ever been denied a license? Yes No
- Have you ever been charged with or convicted of a felony? Yes No
- Have you been charged with or convicted of a misdemeanor in the past 5 years? Yes No
- Are you now bonded to handle money belonging to others? Yes No
If yes, with whom? _____
- Has a bonding company ever denied, paid out on, revoked or refused to bond you? Yes No
- Do you have professional liability or errors and omissions insurance? Yes No
If yes, enter insurer's name and amount of coverage: _____

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

Signature of Agent

Date

Printed Name

Date

Disclosure and Authorization to Obtain Consumer Report

DISCLOSE

A Consumer Report Will Be Obtained

For use with the following: Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York, and Ameritas Investment Corp., collectively referred to as "the Company".



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

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

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

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

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

Application Authorization to Obtain Consumer Report and Other Information

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

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

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

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

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

Applicant Signature _____ Date _____

Applicant Name (printed) _____ Social Security No. _____

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

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

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

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006

A summary of your rights under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies, including credit bureaus and speciality agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to:**

Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552-0003.

You may have additional rights under Maine's FCRA, Me. Rev. Stat. Ann. 10, Sec 1311 et seq.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from each nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some instances, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may sue them in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FRCA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

Type of Business

Contact

1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.	a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877)382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act	b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations.	c. FDIC Consumer Repsonse Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal credit unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590
4. Creditors subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423
5. Creditors subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small business investment companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, finance companies, and all other creditors not listed above	FTC Regional Office for foreign in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877)382-4357

contract



Producer

For use with Producers of the following:

Ameritas Life Insurance Corp.

Ameritas Life Insurance Corp. of New York

Producer Contract

Parties to the Contract

This Contract is between the below named party, herein called the Producer, and the following companies:

Ameritas Life Insurance Corp. ("Ameritas Life") with respect to Ameritas Life products; Ameritas Life Insurance Corp. of New York ("Ameritas Life of NY") with respect to Ameritas Life of NY products.

The words "Company", "we", "our" and "us" refer to Ameritas Life with respect to Ameritas Life products and Ameritas Life of NY with respect to Ameritas Life of NY products. You understand and agree that you are an agent of Ameritas Life, not Ameritas Life of NY, when you are selling Ameritas products; that you are an agent of Ameritas Life of NY, not Ameritas Life, when you are selling Ameritas Life of NY products.

Duties

You agree to do the following while this Contract remains in effect:

- Solicit applications for our policies;
- Maintain proper records and accounts of business transacted under this Contract, including but not limited to, records of all written sales proposals made, applications taken, money collected, policies issued and delivered, and all service to policyowners on our behalf. All such records shall be made available to us with or without prior notice, during business hours;
- Act as trustee for our monies and promptly send us all you receive on our behalf in accordance with our policies and procedures;
- Secure and pay for, and provide to us adequate proof of, any licenses, securities registration, bond, and errors and omissions insurance coverage as may be required by us or the states where you are authorized to solicit insurance and/or securities;
- Promptly send us notice of any legal document served upon you for actions brought against us;
- Promptly and accurately respond to all Company requests, correspondence and investigations;
- Ensure that policies are promptly delivered in accordance with their terms of the policy. No policy shall be delivered after the expiration of the delivery period specified by us unless you have received our prior approval. You will not deliver any insurance policy unless the proposed insured is, at the time of delivery, in the same health and insurable condition as represented in the policy application. You will promptly return to us all policies not delivered to the owner within the prescribed time period;
- Abide by all laws and regulations governing the sale and solicitation of insurance;
- Abide by all applicable federal and state privacy laws and regulations.
- Conduct yourself so as not to adversely affect the business reputation or good standing of either yourself or us;
- Abide by federal anti-money laundering laws and all Company policies and procedures relating thereto.

Conduct & Relationship

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

You shall be free to exercise your own judgment as to the persons from whom you will solicit insurance, the time and place of supervision of your associates and brokers assigned to and supervised by you. The Company shall have no direction or control over your time and physical activities.

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

You hereby agree as follows:

- Upon termination of the Contract for whatever reason, you will not contact any of our policyholders, directly or indirectly, to solicit the replacement of our policies with the policies of another company. This agreement shall apply for a period of one (1) year subsequent to the date of the termination of the Contract and includes the activities of either yourself, or any other firm, person, business entity, or association with whom you are affiliated. Such agreement by you is, however, specifically limited to the

primary geographical area in which you or your Producers solicited business while associated with us. Furthermore, you specifically acknowledge that we have a continuing proprietary interest in all of our policies, and that the purpose of this agreement is to prevent interference with such interest.

Appointments

You may request appointment of properly licensed individuals or business entities as ("Downline Producers") to solicit applications for our policies within your hierarchy ("Hierarchy"). Downline Producers must enter into a written contract with us on forms we provide, and will be assigned to your Hierarchy pursuant to our policies.

We retain the right to approve, reject or terminate any appointment you may request without any liability to us. You expressly indemnify and hold us harmless for any liability arising from any agreement between you and any Downline Producers.

Limits of Authority

You are not authorized to do the following:

- Act on our behalf in any manner other than as stated in this Contract;
- Collect renewal premiums;
- Incur any indebtedness or liability not authorized in writing by the Company;
- Waive or extend the time for payment of any premium;
- Withhold any of our monies or property;
- Rebate commissions;
- Commingle our funds, including gross premiums on business produced by you personally or your Downline Producers, with any other funds;
- Accept premium payments in any form other than electronic funds transfer (EFT) or the policyowner's check made payable to the issuing Company;
- Endorse checks or other types of negotiable instruments on our behalf;
- Bind us to insure beyond what is stated in our Conditional Receipt, Temporary Insurance Agreement or policy of insurance;
- Deliver policies where the first premium has not been paid or the Insured is not in good health;
- Advertise our policies or name without our written permission;
- Alter, modify, waive, or change any of the terms, rates, or conditions of any of our advertisements, promotional materials, receipts, policies, contracts, or illustrations;
- Misrepresent or omit important facts in any application or supplemental material;
- Solicit or otherwise participate, contrary to Company policy, in any type of stranger-owned or investor-owned life insurance or in any other type of life settlement or viatical transaction that involves a policy issued by a Company.

Commission & Vesting

The Company shall pay to the Producer, as full commission for services rendered under this Contract, the following Commission:

- a) *Producer Schedule of Commission:* Commission shall be paid to you as set forth in the Producer Schedule of Commission, and any supplements or amendments thereto, on issued and paid policies solicited by you or your Downline Producers while this Contract is in force. First Year and Renewal commission is vested provided that you are not terminated For Cause, as further defined herein. Service Fees and Trail commission are not vested.
- b) *Bonus Commission:* Bonus Commission shall be paid to you while this Contract is in force as set forth in any Bonus Commission schedule, and any supplements or amendments thereto, on any issued and paid policies solicited by your or your Downline Producers while this Contract is in force. Bonus Commission is not vested.
- c) *Other Commission:* The Company shall pay to you any other commission on issued and paid policies or submitted applications for policies solicited by you or your Downline Producers, pursuant to any applicable commission schedule (and any supplements or amendments thereto) that you and the Company have agreed, in writing, to incorporate into this Contract while it is in force. Any First Year or Renewal commission is vested provided that you are not terminated For Cause as further defined herein. Any Service Fees or Trail commission are not vested.

We will pay you commission for any sale of our products in accordance with the above-referenced schedules and supplements, but will reduce such commission by any amount paid by us to any Downline Producers

within your Hierarchy on such sale. We may amend, modify or supplement these at any time without notice by publishing same in writing or on our website. Any such change will apply only to policies solicited after the effective date of such change.

The term "vested" is defined as your right to receive compensation after the Voluntary termination of the Contract. If any compensation is not vested or non-vested, then you forfeit your right to receive the compensation once the Contract is terminated for whatever reason. After the termination of this Contract, we may assign you policies for servicing under a subsequent Contract, and you may earn non-vested compensation for such servicing pursuant to that Contract's terms and conditions.

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

We reserve the right to suspend your right to receive commission under this Contract should we suspect that you are engaged in any activity that could lead to the termination of this Contract pursuant to its "For Cause" termination provision. Such suspension shall be effective upon written notification specifying the basis and duration of the suspension. The suspension shall not exceed sixty (60) days from the date of the notification. In the event the Contract is not terminated "For Cause" following the suspension, then you shall be entitled to any commission to which you were entitled but did not receive during the suspension. In the event it is later determined that grounds exist to consider the termination as "For Cause," then it shall be retroactively effective as of the date of your original termination and your right to any vested commission shall cease as of that original date. We may seek reimbursement for any vested commission paid to you after the Contract's termination should it be later determined that such termination was For Cause.

To individuals we appoint pursuant to your request:

We will pay commissions directly to your Downline Producers. We will incur no liability to any individual appointed at your request for commissions or other commission in excess of those appearing in the applicable commission schedule.

Lien for debts:

You shall be liable to repay us any commission paid to you: (a) on premiums we have refunded; (b) pursuant to any Schedule or Supplement incorporated herein or any Annualization Authorization agreement between you and us; (c) on the replacement of an existing policy contrary to our published Replacement Guidelines; or (d) in error, or otherwise in conflict with the terms of the Contract. You furthermore unconditionally guarantee the repayment of any unpaid debt owed to us by any Downline Producers within your Hierarchy, including those debts arising under any Annualization Authorization agreement between us and such Downline Producers, without us having to first exhaust any remedy against the Downline Producers.

Any such debt shall be due and payable immediately. You affirmatively acknowledge and agree that any debt arising under this section may be satisfied by the Company's withholding of any future commission or expense reimbursement payable under this or any other contract between you and us, including any non-qualified deferred commission contract or arrangement. You hereby assign, transfer, and set over to us any commission, expense reimbursements, or monies that from time to time may become due to you from us under this Contract to secure any debt to us. You additionally agree to repay on demand any disbursements we make for any claims against you, and any costs or attorney fees we incur associated with those claims, as a result of transactions arising out of this Contract.

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

Policy years:

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

Change, conversion, replacement, reinstatement:

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

General Provisions

We reserve the right to:

- reject applications;
- limit the amount or type of policies offered;
- require higher premiums than applied for;
- withdraw or alter existing policy forms;
- introduce new policies or procedures;
- establish agencies and/or appoint representatives within the city and/or state in which you are licensed.

Background Check:

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

Indemnification:

You agree to indemnify and hold the Company harmless for any and all expenses, costs, causes of action and/or damages resulting from any unauthorized act or omission by you, your agents or your representatives.

Assignment:

You may not assign any of your rights under this Contract without our written consent. We will not be responsible for, nor guarantee the validity or sufficiency of any assignment.

No waiver of provisions:

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

Right to payment:

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

Amendments:

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

Governing law:

This Contract will be governed by the laws of the State of Nebraska and the venue for any dispute arising under this Contract or Schedule, amendment, modification or Supplement shall be, in our sole discretion, the state or federal courts of Nebraska or Ohio.

Records:

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

Confidentiality:

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

Advertising:

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

Notices:

Unless otherwise specified, any notices required under this Contract shall be in writing or in electronic format.

Contract Termination

Voluntary:

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

Automatic:

This Contract will automatically terminate in the event of:

- assignment (other than as provided for under the assignment section) for the benefit of creditors;
- your dissolution;
- your bankruptcy.

Termination by reason of this section shall be deemed to have occurred as of the date of the event causing such termination. Unless otherwise provided herein, we may continue to rely on this Contract as it existed before such event until we receive formal written notice thereof.

For Cause:

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

- (1) You engage in any act of fraud, misconduct, or misrepresentation related to any actions taken by you under this Contract;
- (2) You fail to promptly return upon demand our policy lists, records, and other property as set forth in this Contract;
- (3) You systematically induce or attempt to induce policyholders to surrender our policies or to discontinue premium payments on any policies with us whether or not there has been compliance with any applicable governmental regulations concerning replacement;
- (4) You commit any of the following acts:
 - a. breach the terms of this Contract;
 - b. knowingly violate our rules and regulations; or
 - c. violate any applicable insurance or securities or any other laws or regulations in the states in which you conduct business; or
 - d. violate any federal securities law or any Financial Industry Regulatory Authority rules; or
- (5) You fail to promptly and accurately respond to any correspondence, inquiry or investigation directed to you by the Company.

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

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

Signatures

By signing below, you accept an appointment as our Producer, effective

_____ subject to the terms of this Contract.

Electronic, scanned or faxed signatures are acceptable and are deemed to be original, binding signatures for purposes of this Contract.

■ If individual Contractee

Printed Name of Producer

→

Producing Producer

Date

■ If business entity Contractee

Printed Name of Business Entity

Printed Name and Title of Producer Representative

→

Signature

Date

■ Personal Guaranty of Business Entity Contractee's Performance

By affixing my signature below, I personally guarantee the Producer's full performance under this Contract, including the repayment of any debt that may arise thereunder, without the Company having to first exhaust any remedy against the Producer. I consent to the Company's retention of any and all compensation earned and payable to me under any contractual agreement between me and the Company in order to satisfy it, including any non-qualified deferred compensation contract or arrangement.

Printed Name

→

Signature

Date

■ On behalf of the following:

Ameritas Life Insurance Corp.

Ameritas Life Insurance Corp. of New York

By:



Sandra Crum

2nd Vice President, Field Relations

State Appointment Form

Please complete the attached form for each state in which you wish to be appointed.

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



- All payees in the writing agent's upline hierarchy must be appointed to receive compensation on variable products in all states and non-variable products in the states of CA, MA, NM, NY, PA & SC.
- Non-Resident State Appointment Fees are the Producer's responsibility.
- Enter the Fee Due for each state in which you wish to be appointed in.
- Submit this form with your contracting paperwork, along with a check OR Credit Card Authorization (Form ULC 93) for the TOTAL FEES DUE.

Producer Name (please print or type):	Agent #:
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State	Appointment Fees		Appointment Fees Due PER COMPANY		TOTAL DUE PER STATE
	Resident Fee PER COMPANY	Non-Resident Fee PER COMPANY	Ameritas Life	Ameritas Life of New York	
Alabama	\$40	\$40			
Alaska	\$0	\$0			
Arizona	\$0	\$0			
Arkansas	\$0	\$0			
California	\$29 Life + \$29 Disability + \$29 Var	\$29 Life + \$29 Disability + \$29 Var			
Colorado	\$0	\$0			
Connecticut	\$20	\$20			
Delaware	\$25 Ind / \$0 Corp	\$25 Ind / \$0 Corp			
DC	\$25	\$25 Ind			
Florida	\$60 Ind / \$0 Corp	\$66 Ind / \$0 Corp			
Georgia	\$10 Ind / \$0 Corp	\$10 Ind / \$0 Corp			
Hawaii	\$0	\$0			
Idaho	\$0	\$0			
Illinois	\$0	\$0			
Indiana	\$0	\$0			
Iowa	\$8 Ind / \$0 Corp	\$8 Ind/\$0 Corp			
Kansas	\$5	\$5			
Kentucky	\$40 Ind / \$100 Corp	\$50 Ind / \$120 Corp			
Louisiana	\$20 Life + \$20 Var	\$20 Life + \$20 Var			
Maine	\$30 Ind / \$0 Corp	\$70 Ind / \$0 Corp			
Maryland	\$0	\$0			
Massachusetts	\$75	\$75			
Michigan	\$5	\$5			
Minnesota	\$30 Ind / \$0 Corp	\$30 Ind / \$0 Corp			
Mississippi	\$25 Ind / \$0 Corp	\$25 Ind / \$0 Corp			
Missouri	\$0	\$0			
Montana	\$0	\$0			
Nebraska	\$8 Ind / \$0 Corp	\$8 Ind / \$0 Corp			
Nevada	\$15	\$15			
New Hampshire	\$25	\$25			
New Jersey	\$25	\$25			
New Mexico	\$20 Life + \$20 Var / \$0 Corp	\$20 Life + \$20 Var/\$0 Corp			
New York	\$0	\$0			
North Carolina	Ind - \$10 Life + \$10 Disability + \$10 Var / \$0 Corp	Ind - \$10 Life + \$10 Disability + \$10 Var / \$0 Corp			
North Dakota	\$10	\$10			
Ohio	\$15 Life + \$15 Disability + \$15 Var	\$15 Life + \$15 Disability + \$15 Var			
Oklahoma	\$30	\$30			
Oregon	\$0	\$0			
Pennsylvania	\$15	\$15			
Rhode Island	\$30	\$30			
South Carolina	\$0	\$0			
South Dakota	\$10 Ind / \$0 Corp	\$20 Ind / \$0 Corp			
Tennessee	\$15 Ind / \$0 Corp	\$15 Ind / \$0 Corp			
Texas	\$10	\$10			
Utah	\$0	\$0			
Vermont	\$60 Life + \$60 Var / \$0 Corp	\$60 Life + \$60 Var / \$0 Corp			
Virginia	\$10	\$10			
Washington	\$20	\$20			
West Virginia	\$25 Ind / \$0 Corp	\$25 Ind / \$0 Corp			
Wisconsin	\$16 Ind / \$0 Corp	\$40 Ind / \$0 Corp			
Wyoming	\$15	\$15			
*Make check payable to Ameritas	TOTAL FEES DUE				\$

compliance with market conduct guidelines

Ameritas takes seriously our commitment to the principles and guidelines presented in this publication. Should you become aware of a violation of one or more of the principles, guidelines or policies presented in this guide, it is your responsibility to report the violation to the home office. Reports, preferably in writing, are to be made to the corporate compliance officer for Ameritas. All reports will be handled in the strictest confidence and will be investigated.

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

Questions and Approvals

Questions on the topics and issues in this guide may be directed to the corporate compliance officer for Ameritas. Whenever a situation requires interpretation and/or approval under these guidelines, you should keep a record of the interpretation or approval in your files.

Instructions

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

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

Signed

Date

Printed Name and Title

For Field Associates Only:

Agency and Location

Agency Number

Agent Number



Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York

Payee Name: _____

Social Security or TIN Number: _____ Phone No: _____

Email: IDCcontracting@ameritas.com

I authorize the Ameritas (hereinafter the Company) to electronically deposit my "PAYCHECK" directly into the financial institution(s) of my choice as specified below. It is my understanding that my earnings advice will electronically post to Producer Workbench or Employee Self Service and that my funds will be available for use on payday. I also authorize the Company to withdraw electronically from my account(s) any sum credited in error.

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

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

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

Signature: _____ Date: _____

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

ACCOUNT TYPE: (c) Checking (s) Savings

DEPOSIT ACCOUNT

Bank Name _____

Account Number _____ Account Type _____

Bank Transit Number _____

PAYROLL USE ONLY:	Prepared by: _____	Date: _____	Input by: _____	Date: _____	Verified by: _____	Date: _____
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Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

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. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Designation of Beneficiary

To receive vested commissions and/or vested overrides

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York



Producer Name _____

The undersigned Producer hereby revokes any previous beneficiary designations with respect to any vested compensation payable at the death of the Producer designated above. Instead, any such vested compensation shall be paid to the beneficiary designated below pursuant to the terms of the Producer's agent contract with the Company.

Primary Beneficiary

(Full Name) (Relationship to Producer)

(Address)

Contingent Beneficiary

(Full Name) (Relationship to Producer)

(Address)

Producer's Estate

If none of the above named beneficiaries are living at the death of the Producer, then the vested compensation will be paid to the Producer's estate.

Signed at _____ Date _____
(City & State)

Witness _____ Producer _____
(Required)

RECORDED BY HOME OFFICE _____ By _____
(Date)

Producer Annualization Authorization

Ameritas Life Insurance Corp. (ALIC), Ameritas Life Insurance Corp. of New York (ALICNY)



Producer Name: _____ Producer Number: _____

Eligible Products

This Producer Annualization Authorization Agreement ("Agreement") shall apply to any product of Ameritas Life Insurance Corp. or Ameritas Life Insurance Corp. of New York (collectively, "Ameritas") designated by Ameritas ("Eligible Product") in its Annualization Policy which is published on Producer Workbench and incorporated herein by reference. The Eligible Products may be changed from time-to-time by Ameritas in its sole discretion.

Eligible Compensation

This Agreement shall apply to any first-year compensation designated by Ameritas in its Annualization Policy and payable under the terms of the Producer contract between the producer named below ("Producer") and Ameritas ("Contract"). This Agreement is subject to the Contract's terms and conditions.

Request for Annualization of Eligible Compensation

The Producer hereby requests that (choose one):

50 percent or 75 percent

of the equivalent of the first 12 months of any Eligible Compensation ("Annualized Comp") be paid in advance ("Annualized") on any Eligible Product sold by the Producer. Annualized Comp shall be calculated on the basis that the Eligible Product's annual premium, which is defined as the Eligible Product's scheduled premium multiplied by the premium mode ("Annualized Premium"). Annualized Comp shall be limited to maximum amounts of the Producer's outstanding Unearned Compensation, defined below, which are contained within the Annualization Policy and set by Ameritas in its sole discretion.

Chargeback of Annualized Comp

Pursuant to the Contract's "Lien for debts" provision, the Producer agrees to repay any Annualized Comp to Ameritas in the following circumstances ("Chargeback"):

- (1) The total premium paid on an Eligible Product effective within the first 12 months of its issuance ("Paid Premium") is less than its Annualized Premium; or
- (2) An Eligible Product's premium mode is changed from a mode that is eligible for Annualized Comp under the Annualization Policy to a mode that is not eligible for Annualized Comp.

Upon a Chargeback of Annualized Comp under these sections (1) or (2), Annualized Comp shall be repaid in an amount equal to the extent Annualized Comp exceeds the compensation that would have otherwise been paid to the Producer had the Eligible Product not been Annualized ("Unearned Compensation").

Withholding of Compensation

Pursuant to the Contract's "Lien for debts" provision, the Producer hereby consents to Ameritas' retention of any and all future compensation payable to the Producer under the Contract, or any other future contract between the Producer and Ameritas, in order to satisfy any Chargeback arising under this Agreement.

Producer Guaranty

The Producer's obligation to repay any Chargeback under this Agreement shall be subject to any personal guaranty of the Producer contained within the Contract. The Producer shall be fully liable to any other Producer for any sums paid by such Producer to Ameritas for debts incurred hereunder.

Termination

Ameritas, which hereby acknowledges its acceptance of the Producer's request for Annualized Comp, may terminate this Agreement at any time without notice. Additionally, the Producer may terminate this Agreement by notifying Ameritas in writing.

Acknowledgement

Ameritas and the Producer acknowledge their concurrence to the terms of the Agreement effective on the date last acknowledged below:

■ **PRODUCER (if individual):**

Printed Name

→

Signature

Date

■ **PRODUCER (if business entity):**

Printed Name of Business Entity

Printed Name and Title of Contractee Representative

→

Signature

Date

■ **Agreed on behalf of Ameritas:**

Ameritas Life Insurance Corp.

Ameritas Life Insurance Corp. of New York

By:

Sandra L. Crum

Sandra Crum

2nd Vice President, Field Relations

Credit Card Authorization

Ameritas Life Insurance Corp.



Agent Number: _____

This shall authorize Ameritas Holding Company* to charge:

- New Appointment Fee \$ _____
- Appointment Renewal Fee \$ _____
- Debit Balance / Due Company \$ _____

on my credit card as indicated below.

Please check the appropriate box above and indicate the dollar amount to be charged.

Credit Card Authorization *(please print or type legibly)*

- Visa MasterCard Amex

Name on Card

Card Number

 - - -

Exp. Date (month/year)

 /

Agent Number

Phone Number

Address

City

State

ZIP

Email Address *(required to provide credit card receipt of charge)*

Name *(print or type)*

X

Signature

Date

* Ameritas Life Insurance Corp. is subsidiary of the Ameritas Holding Company, which hereby acts as collection agent for purposes of the above referenced credit card usage. Your credit card statement will reflect Ameritas Holding Company as the merchant collecting upon your card for the reasons described above.

Please return to:

Field Relations
P.O. Box 81889
Lincoln, NE 68501-1889
Fax: 402-467-7337