

Manhattan Life Group Annuities

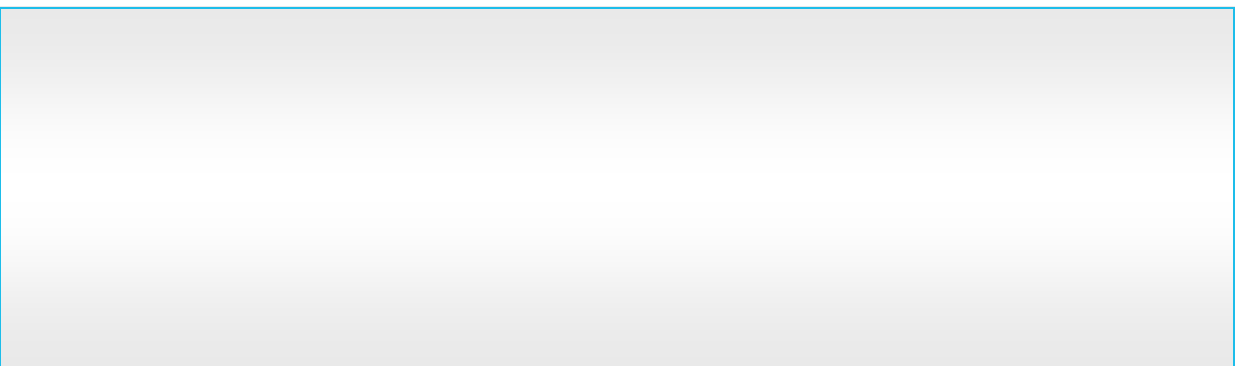
Western United Life Assurance Company
The Manhattan Life Insurance Company

Annuity Producer Appointment & Agreement Packet

To complete the appointment and agreement process for Western United Life Assurance Company (WULA) and/or The Manhattan Life Insurance Company (MLIC) (the Company), this entire packet must be completed, signed and returned with the following additional requirements:

- 1) Include a copy of your insurance license for each state you wish to be appointed in.
- 2) Include proof of any **Anti-Money Laundering** certification you may have taken within the last 2 years. This certification will be required before submitting any new business. If you don't already have this certification with another company, you will be able to complete the certification on our website once your appointment is completed.
- 3) If the state you wish to write business in follows the NAIC Suitability in Annuity Transactions Model Regulation #275, please include proof that you've completed the **CE Annuity Suitability Training** course.
- 4) Once appointed, you will also be required to complete our Annuity Product training prior to presenting any annuity products to prospective clients.
- 5) You may mail, email, or fax all completed paperwork to the address below.

Your appointment cannot be completed without the requirements above. Once received, we will complete the appointment process and send you a Company signed copy of this Annuity Producer Agreement for your records. The attached, completed Application for Appointment along with the Annuity Producer Agreement becomes the legal Contract between You and the Company.



Annuity Operations Office:

Direct Mail:
PO Box 2290
Spokane WA 99210-2217

Overnight/FedEx:
929 W Sprague Ave
Spokane WA 99201

Toll Free: 800.247.2045

Phone: 509.835.2500

Fax: 509.835.3190

E-mail: Marketing@wula.com

Website: www.wula.com or www.manhattanlife.com



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APPLICANT (You, Your): *(Check the box next to the Applicant to be appointed.)*

Individual, or Principal if contracting as Licensed Business Entity *(required)*

Full Name (First, Middle, Last) _____

Social Security No _____ Date of Birth _____ Gender Male Female

Licensed Business Entity *(complete only if the Licensed Business Entity is being appointed.)*

Full Name _____

Tax ID for Entity _____ Domicile State _____

Type of Contract being applied for: General Producer (GP) Contract Sub-Producer (SP) Contract _____%*

*If Sub-Producer, enter Sponsoring General Producer Name and ID: _____

CONTACT INFORMATION *(Check the box for the preferred address.)*

Business *(Street Address, City, State, Zip Code)*

Resident *(Street Address, City, State, Zip Code)*

Email Address(es): _____

Phone Number(s) including area code *(Check the box for the preferred phone number.)*

Business _____ Other _____ Fax _____

LIST ALL PRODUCERS UNDER THE AGENCY OR CORPORATE LICENSE *(If applicable)*

Complete a separate application for each producer under the agency.

STATES YOU WISH TO BE APPOINTED IN

Attach a copy of license and/or affiliation license for each state.

BACKGROUND INFORMATION

1) Have you ever been refused an insurance license in any state or had your license revoked or suspended? Yes No

If Yes, explain: _____

2) Have you ever had a complaint filed against you with an insurance department or other regulatory agency? Yes No

If Yes, explain: _____

3) Have you ever been convicted of a felony? Yes No

If Yes, explain: _____

4) Do you carry Errors and Omission Insurance? Yes No

If Yes, have you ever made a claim on your Errors and Omission Insurance? Yes No

If Yes, explain: _____

ALL PAGES ARE REQUIRED

ANNUITY PRODUCER APPLICATION FOR APPOINTMENT

- 5) Have you completed Anti-Money Laundering Training within the last 2 years? Yes No
If Yes, please provide proof of completion. (Required)
- 6) Have you completed CE Annuity Suitability Training? Yes No
If Yes, please provide proof of completion. (If required by the state where you intend to write business.)
- 7) Have you already submitted proof of your Annuity Product Training? Yes No
- 8) How did you hear about us? _____

COMMISSIONS PAID TO

The Individual/Licensed Business Entity Applicant Non-Appointed Individual/Entity named below will be paid by the Company (We, Us, Our) for the performance of duties by You under Your Annuity Producer Agreement with Us.

If We are paying a Non Appointed Individual/Entity, You acknowledge that You will not receive commission payments directly from Us; and confirm that You have entered into a separate agreement with the Non-Appointed Individual/Entity, and will look to them for any and all compensation related to the Our products.

Non-Appointed Individual/Entity Name

Relationship to Applicant

DIRECT DEPOSIT

All commissions paid by the Company are to be electronically (EFT) deposited to the account designated below:

Financial Institution Name

Checking Account – Attach a Voided Check, or Savings Account – Attach Letter of Direction from Financial Institution

This transaction cannot be processed without the correct transit/ABA and account numbers; therefore, this request will not be processed without either a voided check or the letter of direction.

TAXPAYER IDENTIFICATION NUMBER (TIN) CERTIFICATION

Under penalties of perjury, I certify by signing below that: The number(s) shown on this form is/are my correct taxpayer identification number(s), 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 failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. person or other U.S. person. The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

NOTIFICATION PREFERENCE

If you would like to be added to the Blast Notifications such as rate updates, and/or product information. Please indicate your preference. You may also need to add marketing@wula.com and mlcmarketing@wula.com to your e-mail address contacts for the e-mails to be delivered.

Choose only one: E-mail Phone Both None

REQUIRED SIGNATURE

I hereby certify, under penalties of perjury, that all information reported herein is to the best of my knowledge, accurate. I understand that this application will become part of my Annuity Producer Contract with the Company. I further understand that if any information given in this application is found to be incorrect or incomplete, it will be grounds for Contract Termination for cause at the sole discretion of the Company.

Applicant Signature

Date

SUBMIT COMPLETED FORMS TO THE ANNUITY OPERATIONS OFFICE:

929 W Sprague Ave • PO Box 2290 • Spokane WA 99210-2217
509.835.2500 • 800.247.2045 • Fax 509.835.3191 • AnnuityServices@wula.com

PLEASE TYPE, OR PRINT USING BLACK OR BLUE BALLPOINT PEN ONLY

**‘Notice of Intent’ and ‘Authorization’
To Obtain an Investigative Consumer Report**

The undersigned applicant is hereby notified that the Company may obtain an investigative consumer report for annuity producer appointment purposes. Such report may include information as to character, general reputation, history of criminal convictions, employment, education, professional license, credit and/or driver’s record history.

Applicant acknowledges that he/she is herein informed of his/her right to request within a reasonable period of time after receiving this notice, a complete and accurate disclosure of the nature and scope of the investigation requested. Such disclosure will be mailed or otherwise delivered to applicant within five days from the date of the applicant's request for disclosure or such report was first requested by the Company, whichever is the later.

Applicant further authorizes the Company to obtain an investigative consumer report for annuity producer appointment purposes at this time or anytime during the applicant's tenure with the Company.

NOTE: THIS AUTHORIZATION MUST BE EXECUTED IN AN INDIVIDUAL CAPACITY

SSN: _____ Date of Birth _____

(In order for factual information to be obtained & reported, your date of birth and social security number are requested. This information is used solely for verification purposes in compliance with the Fair Credit Reporting Act.)

Driver’s License # _____ State of Issue _____
(if applicable)

Dated this _____ Day of _____ Year _____

Print Name: _____

Signature: _____

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509.835.2500 • 800.247.2045 • Fax 509.835.3191 • AnnuityServices@wula.com

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To write with the Company, all independent producers must agree to, understand, and abide by the following:

PRINCIPLES OF ETHICAL MARKET CONDUCT

Each individual subscribing to these principles commits himself/herself all matters affecting the sale of individually sold annuity and life products:

1. To conduct business according to high standards of honesty and fairness and to render that service to his/her customers that, in the same circumstances, he/she would apply to or demand for himself/herself;
2. To provide competent and customer-focused sales and service;
3. To engage in active and fair competition;
4. To provide advertising and sales materials that are clear as to purpose, honest and fair as to content, and approved in writing by an authorized representative of the Company;
5. To provide for fair and expeditious handling of customer complaints and disputes; and
6. To maintain a system of supervision and review reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

CODE OF CONDUCT

1. To conduct business according to high standards of honesty and fairness, I will implement policies and procedures designed to provide reasonable assurance that:
 - a. Insofar as individual products or those marketed on an individual basis are concerned, I will make reasonable efforts to determine the insurable needs, financial objectives, and suitability of my clients, based upon relevant information obtained from the client, and enter into transactions that assist the client in meeting his or her insurable needs, financial objectives and suitability.
 - b. I will maintain compliance with applicable laws and regulations.
 - c. In cooperation with consumers, regulators and others, I will affirmatively seek to improve the sales and marketing practices for life and annuity products.
 - d. I will attempt to reflect the Principles of Ethical Market Conduct in my policies and practices.
2. To provide for competent sales and service of annuity and life products, I will provide reasonable assurance that:
 - a. I am of good character and business repute, and have appropriate qualifications and training;
 - b. I am duly licensed or otherwise qualified under state law;
 - c. I am adequately trained to focus on customers' needs and objectives;
 - d. I have adequate knowledge of the insurer's products and their operation;
 - e. I am trained in the need to comply with applicable insurance laws and regulations and the concepts in the Principles and Code of Ethical Market Conduct; and
 - f. I participate in continuing education, as required by my state of licensure.

PRINCIPLES & CODE OF ETHICAL MARKET CONDUCT

3. I am committed to competition as the most effective and efficient means of providing products and services to customers. Competition is also the most efficient regulator of activities. To maintain and enhance competition in the marketplace for annuity and life products, I will provide reasonable assurance that:
 - a. I maintain compliance with applicable state and federal laws fostering fair competition;
 - b. I do not replace existing annuity contracts and/or life insurance policies without first communicating to the customer, in a manner consistent with Principle 4, information that he or she needs in order to ascertain whether such replacement of existing contracts or policies may or may not be appropriate; and
 - c. I will refrain from disparaging competitor insurers.

4. To provide advertising and sales materials that are clear as to purpose, honest and fair as to content, and approved in writing by an authorized representative of the Company, I will provide reasonable assurance that:
 - a. Presentation of any material designed to lead to sales or solicitation of annuity and life products is done in a manner consistent with the needs of the customer. All such sales or solicitation communications should be based upon the principles of fair dealing and good faith, and will have a sound basis in fact;
 - b. Materials presented as part of a sale are comprehensible in light of the complexity of the product being sold;
 - c. I will maintain compliance with applicable laws and regulations related to advertising, unfair trade practices, sales illustrations, and other similar provisions; and
 - d. Illustrations of premiums and considerations, costs, values, and benefits are accurate and fair, and contain appropriate disclosure of amounts that are not guaranteed and those that are guaranteed in the annuity and life.

5. To resolve any complaints and disputes that may arise concerning market conduct, I will develop policies and procedures designed to provide reasonable assurance that:
 - a. Complaints are identified, evaluated, and handled in compliance with applicable laws and regulations related to consumer complaint handling; and
 - b. Good faith efforts are made to resolve complaints and disputes without resorting to civil litigation.

6. To maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct, I will make reasonable assurance that:
 - a. I will comply with the Principles and Code of Ethical Market Conduct;
 - b. I will monitor my compliance with these Principles and Code and applicable laws regulations; and
 - c. I will become familiar with the Company's compliance requirements.

This Agreement, dated this _____ day of _____, year _____

is between the Company(ies) designated above (*herein after individually or collectively described as "the*

Company") and _____
Full Name of Individual or Licensed Business Entity (the Producer)

of _____, including the attached Principles & Code of
City and State

Ethical Market Conduct, the Commission Schedule and/or any amended Commission Schedule received hereafter make up the entire Agreement between the parties and that these parties agree to transact business upon the following conditions:

1) PRIOR AGREEMENTS

- a) This Agreement supersedes and terminates any existing Agreement/Contract that may exist between the Company and the Producer. Any and all such existing Agreements/Contracts are no longer valid.

2) APPOINTMENT

- a) The Company hereby appoints the Producer to solicit and procure applications for the sale of the annuity and/or insurance products shown in the attached and/or hereafter amended Commission Schedule in those territories where both the Company and Producer are licensed to do business. The Producer's appointment is subject to the terms, conditions and limitations of this Agreement. The Producer agrees to comply with the following:
 - i) All applicable insurance laws and regulations,
 - ii) All the written rules, regulations, and instructions of the Company now in force or which may hereafter be adopted, and
 - iii) To abide by the Principles & Code of Ethical Market Conduct attached hereto.

3) APPOINTMENT OF SUB-PRODUCERS

- a) The Company authorizes the Producer to refer other producers to solicit and procure annuity and insurance applications under the Producer's management and oversight (hereinafter referred to as "Sub-Producer"). The recommended Sub-Producer must be licensed under the appropriate insurance regulatory authority. The Producer shall:
 - i) Provide the referral of the Sub-Producer on the Company's form, identifying the Sub-Producer and specifying that the Sub-Producer will be under the management and oversight of the Producer; and
 - ii) Request that the Company code the Sub-Producer as being part of the Producer's hierarchy and shall obtain from the Sub-Producer the forms necessary to complete the contracting process.
- b) The Company will contract directly with any Sub-Producer in writing on the Company's contract form, which shall become effective when executed by the Company. The Company may refuse to contract with any proposed Sub-Producer and may terminate any contract with a Sub-Producer without notice to the Producer.

4) COMMISSIONS

- a) Subject to the provisions of this Agreement and in accordance with the rules and regulations of the Company, the Company will pay commissions to the Producer. The Company pays commissions on original cash premiums received for individual annuity contracts and/or insurance policies upon

ANNUITY PRODUCER AGREEMENT

applications procured and submitted by the Producer or by his Sub-Producers and issued during the term of this Agreement.

- b) The commissions shall equal the percentage of premiums for the years set forth on the Commission Schedule attached to and/or amended as a part of this Agreement, on the annuity contracts and/or insurance policies therein designated, unless otherwise specified.
- c) The Company may choose to pay commissions, on annuity contracts and/or insurance policies in excess of \$5,000 on any one individual, in equal monthly installments over a period not exceeding three months.
- d) The Company's sole discretion shall govern as to the amount of any commissions paid on:
 - i) Premiums the Company receives in sub-standard cases,
 - ii) Premiums waived,
 - iii) First year premiums for a contract/policy applied for within one year either before or after an annuity contract and/or insurance policy on the same insured lapses or is reduced,
 - iv) First year premiums for a new annuity contract and/or insurance policy issued because of the conversion or change of an annuity contract and/or insurance policy;
 - v) Premiums for an annuity contract and/or insurance policy not included herein or which the Company may hereafter issue.
- e) The Company shall reduce all commissions payable to the Producer by commissions that the Company pays directly to the Sub-Producers under the management and oversight of the Producer and approved by the Company, or to their executors, administrators, surviving spouses or estates.
- f) The Company will charge-back commissions based upon the Commission Schedule in effect when the annuity contract and/or insurance policy was issued and commissions were paid. The Company reserves the right to change the provisions of the Commission Schedule at any time. The Company will mail an amended schedule to the Producer. The amended schedule will apply only to applications submitted to and accepted by the Company after such change.
- g) Should the Company for any reason refund any premium on any annuity contracts and/or insurance policies secured hereunder, then the Producer shall repay, on demand, any commission received on that premium. If the Producer should fail to repay any such commission within thirty days of such demand, the Company may offset the amount of any such demand against any amounts payable hereunder in accordance with the Liability provisions herein.
- h) Assignment of commissions is subject to approval by an authorized representative of the Company upon receipt and acceptance of completed Assignment of Commissions and W-9 forms.

5) GENERAL PROVISIONS

- a) It is understood and agreed that the Producer is considered to be an independent contractor. The Producer shall be free to exercise independent judgment as to the persons to be solicited and the time and place of solicitation. No other provision of this Agreement or any rule or regulation of the Company shall be construed to abridge this freedom or create the relationship of employer and employee between the Company and the Producer. The Company has the right to review the records pertaining to the Producer's activities under this Agreement.
- b) This Agreement cannot be changed by any verbal promise or statement by whosoever made it, and no written modification or change will bind the Company unless an authorized representative of the Company signs it, and expresses an intention to modify or change this Agreement. The Company preparing and transmitting to the Producer such an amendment may make subsequent amendments to this Agreement.

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- c) The Company will furnish the Producer with periodic statements showing commission payments made to the Producer and his Sub-Producers.
- d) The Producer shall maintain accurate records of transactions made on behalf of the Company in a form satisfactory to the Company. Such books and records shall be open for examination by authorized representatives of the Company. The Producer has no authority to receive any money on behalf of the Company except initial premiums and then only in strict compliance with the terms by the Company and within the rules of the Company. The Producer shall immediately pay any money collected or received to the Company.
- e) The Producer authorizes the Company to furnish information, upon inquiry from any person, regarding the Producer's record with the Company, personal character, habits, ability, or cause of leaving the service of the Company. The Company shall incur no liability for release of such information.
- f) The Producer and any appointed or assigned Sub-Producers under the Producer shall have no authority to:
 - i) make, alter or modify any annuity contract and/or insurance policy or receipt;
 - ii) to waive a forfeiture or any provision or condition of any annuity contract and/or insurance policy issued by the Company; or
 - iii) to incur any liability on behalf of or against the Company, except as expressly provided herein or otherwise authorized in writing by the Company.
- g) The Producer is not authorized and agrees not to publish, issue or circulate any advertising material, circular or pamphlet relating to the Company or its products unless the same shall have been approved in writing by an authorized representative of the Company.
- h) Without liability to the Producer, the Company shall have the right to make changes in its method of conducting business; to make other appointments in the area as from time to time may seem to the Company to be desirable, and to discontinue writing all or any part of its business in any jurisdiction.
- i) The Company shall have a prior lien on all sums of money due or to become due to the Producer under this or any prior Agreement with the Company for any indebtedness, obligation or liability of the Producer to the Company. The Company may at any time offset against such sums of money the amount of any such indebtedness, obligation or liability.
- j) In the event the Company is required to pursue collection procedures in order to collect any indebtedness, the Producer agrees to be liable for any and all Company expenses incurred by the Company.
- k) No assignment of compensation accrued or to accrue under this Agreement shall be valid as against the Company unless authorized in writing by the Company.
- l) The failure of the Company to exact strict compliance with the terms of this Agreement or the failure to declare any default when the same shall become known to it, shall not operate as a waiver of such terms nor release the Producer from the obligation to perform this Agreement strictly in accordance with its terms.

6) PROHIBITED ACTS

- a) The Producer shall not, during the term of this Agreement or any time after the termination of this Agreement, directly or indirectly:
 - i) Divulge or disclose the names of the Company's contract holders and accounts to any other person, firm or corporations; or
 - ii) Seek to induce, promote or encourage any Company contract holders to surrender or replace their Company annuity contracts and/or insurance policies.

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- iii) Induce representatives of the Company to discontinue their Contract with the Company;
 - iv) Willfully misappropriate funds belonging to the Company,
 - v) Commit any other fraud against the Company or its contract holders,
- b) These items shall be referred to herein as the "Prohibited Acts".
- c) In the event the Producer engages in any of the Prohibited Acts, whether during the term of this Agreement or post-termination, the Producer shall forever forfeit all rights to be paid any commissions and such commissions shall revert to the Company.

7) TERMINATION

- a) The Company shall have the right to immediately terminate this Agreement if the Producer, either directly or indirectly, by himself or as the Sub-Producer of another engages in any of the following:
- i) Engages in any of the **Prohibited Acts** described in section 6); or
 - ii) Wrongfully withholds any funds, contracts/policies, premium receipts or other property of the Company or an applicant for annuity contract and/or insurance policy; or
 - iii) Violates the insurance laws or regulations of any state in which the Producer solicits applications.
- b) This Agreement shall automatically terminate upon the death of the Producer if the Producer is an individual, the dissolution of the partnership if the Producer is a partnership, or the dissolution of a corporation, if the Producer is a corporation.
- c) Termination of this Agreement shall automatically terminate any previous agreement between the Company and the Producer. If requested, the Producer shall return to the Company at his own expense all rate books and other supplies furnished the Producer, which shall remain the property of the Company.
- d) This Agreement, unless otherwise terminated as provided above, may be terminated either by the Company or by the Producer by giving the other party a ten (10; 90 for Oregon) day notice in writing at the last known address of such other party.

8) VESTED COMMISSIONS

- a) If this Agreement is terminated under section 6) or 7) a), the Producer shall forever forfeit all rights to be paid any commissions and such commissions shall revert to the Company. No additional commissions will be paid to the Producer.
- b) Except as set forth in section 6) or 7) a), if this Agreement is terminated, the Producer shall receive vested commissions with respect to premiums paid to and accepted by the Company on and after the effective date of such termination, as follows:
- i) The commissions provided herein shall continue to be paid to the Producer during his lifetime when the Producer attains age 65, provided this Agreement has been in force for a period over ten (10) years.
 - ii) On business written by the Producer and his or her appointed or assigned Sub-Producers, the commission will be paid as provided in the Commission Schedule attached hereto and/or amended to in the future through the tenth (10th) annuity contract and/or insurance policy year.
 - iii) On business written by the Producer and his or her appointed or assigned Sub-Producer prior to the date of this Agreement, the commission will be paid as provided under the terms of any previous Agreements, except as otherwise provided in the Commission Schedule.
 - iv) The commission shall be payable only so long as the total compensation payable exceeds \$300 for the calendar year. If the total commission payable hereunder is less than \$300 for the calendar

ANNUITY PRODUCER AGREEMENT

year, the Producer shall forever forfeit all rights to be paid any additional compensation and such compensation shall revert to the Company.

- v) In case of the Producer's death, vested commission payments (pursuant to this subsection B) will be made to the surviving spouse or to the estate of the Producer when there is no surviving spouse so long as the total compensation payable exceeds \$300 on a calendar year basis.
- c) If the termination of this Producer Contract causes the cancellation of a Sub-Producer's Contract, and the Company subsequently re-contracts with that Sub-Producer, all commissions due to the Sub-Producer under the canceled Sub-Producer's Contract will become due and payable to the Sub-Producer in the manner so stated in said Contract.

9) LIABILITY

- a) The Producer shall be jointly and severally liable with each of his Sub-Producers to the Company for the acts of the Sub-Producers and for the payment of all moneys due and liabilities under the Sub-Producer's Contract. The Company's books and records shall be exclusive evidence of these accounts and liabilities. The Producer assigns as collateral to the Company all amounts due and to become due the Producer from each Sub-Producer and all notes of Sub-Producers in favor of the Producer.
- b) The Producer shall agree to hold harmless and indemnify the Company:
 - i) Personally or at the Company's request by providing a sufficient surety and fidelity bond for any liability arising out of or in connection with this Agreement, and
 - ii) From every claim and demand for penalties and/or interest, excluding those based upon negligence of the Company.
- c) The failure of the Company to require strict compliance with the terms of this Agreement or the failure to declare any default when the Company shall know the same shall not constitute a waiver of such terms or release the Producer from any obligation to perform this Agreement strictly in accordance with its terms.

10) BENEFICIARY

Please designate a beneficiary to receive any commissions payable after your death. The Company reserves the right to require evidence that there are no conflicting claims before making payment to the named beneficiary.

Beneficiary Name (Print or Type)

Relationship

Producer (Print or Type)

Signature

Date

Sponsoring Producer (if applicable, Print or Type)

Signature

Annuity Operations Office Use Only:

_____ Annuity Marketing Manager (Print or Type)	_____ Signature	_____ Date	