

1333 W. McDermott Dr. #200 Allen, TX 75013 Phone (855) 966-1111 Fax (855) 855-0181

### **AGENT CONTRACT**

This Contract is made this the $\_\_$	day of	20	_ between American
Century Life Insurance Company	of Texas or Allen, Te	xas, (hereinafter calle	ed the Company), and
	(Agent) in th	e state of Texas.	

- 1. The Agent and his contracted sub-agents, hereinafter defined, are hereby authorized to solicit applications for insurance, to forward same to the Company for approval or rejection, and to receive and transmit the initial payment(s) on such application(s) directly to the Company.
- 2. It being expressly agreed that the relationship between Agent, or sub-agents, and Company shall be that of an Independent Contractor only, and that nothing contained herein, shall be construed to create the relationship of employer and employee. The Agent, or sub-agents, shall be solely responsible for the payment of any and all personal and self-employment taxes.
- 3. Commissions, both first year and renewal, shall accrue only as premiums are paid to the Company at its Home Office in Allen, Texas, while this Contract is in force. In case any premiums previously paid to the Company are ultimately declined by the payer's financial institution, refunded to the payer, or returned to the payer for any reason and at any time, the commission paid for such premium will be charged against the Agent account and will be immediately due, by the Agent, to the Company.
- 4. The general transaction of business will be governed by the Company rules which may be changed, altered, or amended from time to time in writing by the Company. No rule or policy of the Company will set a precedent over future changes in the rules or policies of the Company.
- 5. The Agent, or sub-agents, are not authorized to make, alter, or discharge any contract for the Company, endorse checks payable to the Company, deliver any policy except as directed by the Company, extend the time for payments of premiums, or waive forfeitures, rights or privileges, grant permits, name special rates, guarantee dividends or bind the Company in any way, and is not, in any circumstances, authorized to collect or receipt for the first year, deferred, or renewal premiums, or to make any endorsement on the policies of the Company; and the Agent's, or subagent's, authority shall not extend any further than is expressly stated herein.
- 6. The Agent or the Company may terminate this Contract at any time and for any reason by giving written notice to the other party of such termination. Termination will not, except as hereinafter stated, impair the Agent's right to receive the renewal commissions that may accrue, to Agent, on account of policies issued on the total applications procured by the Agent or sub-agents while this Contract is in force, and prior to such termination. Except that if a termination occurs within 36 months of the date of this agreement, no further commissions are payable to the Agent. This Contract shall be automatically terminated by the death of the Agent, and all commissions payable as provided herein shall be vested and payable to the Executors or Administrators of the Agent's estate. Should the Agent or his sub-agent induce any policyholder to relinquish a policy or policies in the Company, his right to any and all commissions, including renewal commissions and any other compensation that otherwise might be due under any contract with the Company, or its Agent shall thereupon be forfeited.



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- 7. If the Agent or his sub-agent shall (1) commit fraud, (2) violate any insurance law of the state in which the Company is domiciled or violate any insurance law in the state in which Agent is doing business, (3) endeavor to induce Agent of the Company to leave its service or its policyholders to relinquish their policies, or, (4) fail to pay the Company any money or funds belonging to it, as herein provided, then and in any such event the company will be entitled to cancel and terminate this Contract immediately, to recover its damages as a result of such action by the Agent or his subagent and to obtain an injunction to restrain and enjoin the Agent, and any person, firm or corporation acting in concert with the Agent, from any such actions. Likewise, in any such event, all commissions, including renewal commissions or any other compensation to accrue to the Agent thereafter, which would otherwise be payable hereunder to the Agent, shall upon the date of such termination be forfeited to the Company.
- 8. The territory assigned said Agent shall be all states in which the Company is duly licensed but said territory shall not be assigned exclusively to said Agent. The Agent shall not solicit applications for this Company in any state in which both he and the Company are not duly licensed.
- 9. The Agent shall immediately remit to the Company all premiums collected by the Agent or the subagents. Any indebtedness by said Agent to the Company shall be a first lien on any commissions or renewal commissions due or to become due to said Agent under the Contract, and the Company shall have the right to retain and apply against any such indebtedness any sums which shall be due or to become due the Agent from the Company.
- 10. The Company may change, discontinue, or withdraw from the Agent any policy form, and may fix commissions, including renewal commissions on any policy form. The Company may, upon no less than a ten-day notice, in writing, and mailed to the Agent's last known address, change the commissions and/or renewal commissions provided herein, but such change shall not affect commissions or renewal commissions due or to become due to said Agent on policies previously issued.
- 11. The Agent shall make prompt refund of all money collected on any application on which the Company declined to issue a policy, and on any application on which a policy shall be issued by the Company or not accepted by the applicant. The Company shall, at all times, have the right to reject applications for insurance without specifying cause.
- 12. In the event a policy is issued, which in the judgment of the Company is to replace an active or a terminated policy in this Company, the new policy shall be regarded as a "change policy" and commissions and/or renewal commissions, if any be allowed, shall be determined by the Company.
- 13. In the event of the reinstatement of a lapsed policy, the commission to be paid the Agent shall be the same as on a renewal of such policy, but such commission shall be only on the amount of premium actually paid to the Company. However, no commission thereon shall accrue to the Agent unless such reinstatement is accomplished by the Agent and sent to the Company by said Agent.
- 14. All printed material or other supplied marketing guides, brochures or Company documents furnished the said Agent by the Company are the property of the company and shall be promptly returned to the Company, or destroyed, upon termination of this Contract. No circulars,



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advertisements, or other material shall be published, printer, distributed or used in any way by the Agent until the same shall first have been approved in writing by the Company.

- 15. Venue Venue for any and all purposes under this Contract shall lie in Collin County, Texas. It is agreed and understood that this Contract is enforceable in Collin County, Texas and any and all legal proceedings in regard to this Contract and the legal relationship of the Company and the Agent or sub-agents shall be instituted in Collin County, Texas, and the parties hereto expressly waive any privileges they have as to venue contrary to the provisions.
- 16. Should the Company have to file legal proceedings to enforce any provisions under this agreement, then and in that event, the Agent shall be responsible, not only for any and all damages incurred by the Company, but also reasonable attorney's fees incurred in the enforcement of this Contract and all cost of court.
- 17. The Agent is authorized to recruit and recommend to the Company soliciting agents, herein called "sub-agents." The sub-agent shall not be allowed to solicit insurance for the Company unless the sub-agent is duly appointed by the Company. The Company reserves the right to refuse to appoint any proposed sub-agent, and once done, to thereafter terminate the same. The Agent shall be responsible to the Company for the fidelity and honesty of sub-agents and for all funds collected or business done by or entrusted to sub-agents. The Agent shall indemnify and hold the Company harmless from all expenses, costs, reasonable attorney's fees, cause of action, and damages resulting from or growing out of unauthorized act of transaction or lawsuits brought by or as a result of the actions of the Agent, sub-agents or employees.
- 18. Any indebtedness by the Agent, or sub-agents, to the Company shall be a first lien on any commissions or renewal commissions due or to become due said Agent. The Company may at any time offset against all commissions accrued or to accrue to the Agent, any such debt due from the Agent arising from all transactions under this or any other contract with the Company. Agent promises and agrees to pay to Company interest on any and all indebtedness to Company at a rate of 1% per month. The Agent agrees to indemnify and hold harmless the Company for all costs, expenses, and attorney fees the Company may incur in recovering from Agent, or sub-agents, any property or debit balance belonging to or due the Company.

IN WITNESS WHEREOF, this Contract has been signed by the parties hereto. This Contract must be executed by the designated Executive Officers of American Century Life Insurance Company of Texas.

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Agent	Agent License #	Date
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American Contum Life Incurrence Commence of Tours		Data
American Century Life Insurance Company of Texas		Date



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# **AGENT INFORMATION**

Personal Information	Business Information
Full Name:	Business Address:
Home Address:	City, State, Zip:
City, State, Zip:	Business Phone #:
Home Phone #:	Email address:
Mobile Phone #:	Agent License # (if applicable):
Date of Birth:	Have you ever held a license under any other name?
Social Security #:	Yes No (If yes, list)
The following questions are required by the Texas Department	of Insurance: Yes No
Have you ever been convicted of a felony?	
Have you ever been refused or has suspended or revoked an insu	urance license in any state?
Do you owe an unpaid balance to any insurance company?	
All information given by me above is true and correct to the bes  AGENT DISCLOSURE OF LIMITED AUTHORITY  The Agent has the authority to provide an outline of coverage	et of my knowledge.
	premium to the Home Office. As an Agent, you do not have the pplication, nor the authority to make or alter and provision of the ot have the authority to waive any rights of the Company.
NOTE: We may order an investigative background report.	
services to release all written and verbal information about me liability and responsibility for doing so. I also authorize the pro-	ns, law enforcement agencies, former employers and the military to the Company and its representatives. I release them from any ocurement of a credit report and understand that it may contain and personal reputation. This authorization, in original or copy that may be requested.
My signature below indicates that I have read this disclosure o above.	f limited authority and that I understand the statement made
Signature of Applicant	Date



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# **Commission Auto Deposit Authorization**

Bank Name: Account Number:			
Bank Routing Number:	Type of Account:	Checking	Savings
Account. This authority is to remain notification from me of its termina reasonable opportunity to act on it	Life Insurance Company of Texas (the Compa full force and effect until Company and Dep n in such time and in such manner as to affor fter account has been credited, the Company ted from your account, by Depository, provice Depository within 15 days.	ository has received rd Company and Dep	written pository a re the amount of
Print name(s):	Date:		
Signed:			

Form (Rev. December 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

	Name (as shown on your income tax return)			
ige 2.	Business name/disregarded entity name, if different from above			
g (	Check appropriate box for federal tax classification:			
e ns or	Individual/sole proprietor C Corporation S Corporation Partnership	Trust/es	tate	
Print or type See Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶			Exempt payee
Prins	Other (see instructions) ▶			
ecific	Address (number, street, and apt. or suite no.)  Requester's name and address (option			
See <b>Sp</b>	City, state, and ZIP code			
	List account number(s) here (optional)	<b>'</b>		
Par	Taxpayer Identification Number (TIN)			
	your TIN in the appropriate box. The TIN provided must match the name given on the "		Social security number	
	oid backup withholding. For individuals, this is your social security number (SSN). Howe ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For			_
	es, it is your employer identification number (EIN). If you do not have a number, see <i>How</i> n page 3.	v to get a		
<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose		Employer identification num	nber	
	per to enter.		-	
Par	t II Certification			
Under	r penalties of perjury, I certify that:			
1. Th	e number shown on this form is my correct taxpayer identification number (or I am wait	ing for a num	nber to be issued to me), and	i

- 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).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

### **General Instructions**

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

### **Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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.

**Note.** If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.



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# **Annuities Commission Schedule**

### Single Premium Deferred Annuity (1)

Age	3 Year	5 Year	7 Year	10 Year
0-80	1.75%	3.00%	3.25%	3.50%
81-90	1.50%	1.75%	1.75%	1.75%

<sup>(1)</sup> Applies for all rates regardless of riders combination

#### **Single Premium Immediate Annuity**

Age	3-4 Years	5-6 Years	7-9 Years	+10 Years
0-80	1.50%	2.50%	3.50%	4.50%

### Commission guidelines:

- 1. The commission rate for each application is the rate that is in effect on the application date of the issued policy less any commission allocated to sub-agents at such time.
- 2. The following annuity chargebacks will apply:
  - (a) Full chargeback for full withdrawals/surrenders in year 1 of each guarantee period.
  - (b) Pro-rata chargeback for partial withdrawals/surrenders in year 1 of each guarantee period (for example, if the client withdraws 50% of contract value, we will charge the agent back 50% of the commission paid).
  - (c) Full chargeback for death in year one of each guarantee period.
- 3. Commission is paid weekly on Friday. Statement will be emailed to you on Thursday. Payment schedule may be changed at the Company discretion.
- 4. The Company may, from time to time, amend, replace, or terminate this schedule.