

Aviva Life Contracting Check List

The following items will be required when contracting as a new agent

- Independent Producer Contract:**
 - ◆ Signature on page 5
- Independent Producer Contract Appointment Application & Agreement:**
 - ◆ Complete, sign and date (EFT information needed on second page along with voided check)
- Assignment of Commissions Agreement (for Agency Contract only):**
 - ◆ Complete, sign and date
- Consumer Report Authorization:**
 - ◆ Sign and date
- Certification of Completion – Anti-Money Laundering Training:**
 - ◆ Complete, sign and date
- Commission Insert**
- Form W-9:**
 - ◆ Complete, sign and date
- Agent Release/Transfer Form (if applicable):**
 - ◆ Completed and signed by current NMO
- Copy of current insurance license:**
 - ◆ Include copy of individual and agency license if applicable
 - ◆ Include non-resident licenses only for the states you are requesting an appointment in
- Copy of current E&O Certificate**

Please fax the above requirements to **303-987-9455**.



Independent Producer Contract

Producer: _____ Contract Date: _____

This Contract is made between the Aviva Company affiliate(s) listed on your Producer Contract Application for which you applied and its predecessors, successors and/or assigns (“we” and “us”) and the person, firm or corporation named above.

1. Appointment

We hereby appoint you to act as our independent producer, subject to the terms and conditions stated below, to procure applications for the insurance products described in the attached addendums. You are authorized to solicit only those insurance products where the products have been approved for sale by the respective state insurance authority and you have been properly licensed. You agree to comply with all applicable governmental statutes, regulations, rules, regulatory opinions, decisions and other laws in conducting insurance business, and with our rules, policies, guidelines, operating procedures, etc. that we publish from time to time. You agree to make reasonable efforts to determine the insurable needs and/or financial objectives of the customer based upon relevant information obtained from the customer and enter into transactions that assist the customer in meeting their insurable needs and/or financial objectives including, but not limited to, conducting an insurance suitability analysis as may be required by law or Company practice. You may not apply as an owner of any insurance policy on the life of a prospective customer, nor list yourself as beneficiary of any such policy, unless you have a legitimate insurable interest in the life of the proposed insured as determined by appropriate law and by us. You may not make any representations, promises or warrants regarding product benefits or values not specifically stated in the insurance contract. This includes any statements that insurance current contract dividends or interest, or any contract values based on current dividends or interest, are guaranteed. This also includes any statements regarding the future projected values of any insurance product. You agree to notify us upon receipt of any customer complaint you or any of your sub-producers receive concerning you or any of your sub-producers, or us or any of our products in accordance with any complaint handling policy, procedure or guideline as we may publish from time to time. You also agree to give your full and complete cooperation in responding to any customer complaint or inquiry and will promptly respond, in writing, if and when we so request. You may not give any legal, investment or tax advice on our behalf unless licensed to do so.

2. Independent Contractor

You are our independent contractor. Nothing contained in this Contract may be construed to create an employer-employee relationship between you and us. You are free to exercise independent judgment as to the time, place and manner you may perform the acts you are authorized to perform under this contract; but from time to time we may set forth certain rules, policies, guidelines and operating procedures with respect to the conduct of business by which you must abide. You have no authority, express or implied, to act in any manner or by any means for or on behalf of us in any capacity other than that of an independent contractor, and you have no authority to act in any manner except as herein expressly set forth. No authority may be implied from the authority expressly granted herein. All applications for insurance contracts must be acceptable to us in our sole discretion and our right of acceptance or rejection is absolute and unrestricted. For commissions paid on all premiums, you are an independent contractor and are responsible for withholding and reporting any and all taxes, such as federal, FICA, state withholding and any local self-employment taxes on your commissions.

3. Authority over Producers

You have authority to recruit and recommend to us individuals to be appointed as our producers. No recommendation or application for appointment or contract will be effective until approved by us at our home office. You may designate producers on whose production you are to receive compensation from us, in a form that is acceptable to us. You are responsible for the activities of any such producers on whose production you are entitled to receive and/or have received compensation from us (referred to as “your producers”). You are responsible for providing proper and adequate supervision and training of your producers, and for such producers’ compliance with the terms and conditions of their contracts with us and with all applicable governmental statutes, regulations, rules, regulatory opinions, decisions and other laws in conducting insurance business, and with our rules, policies, guidelines, operating procedures, etc. that we publish from time to time. You are responsible for all tax reporting that may be required with respect to your producers, including any withholding and reporting such as federal, FICA, state withholding and any local self-employment taxes.

4. Company’s Exclusive Authority

Only we have the authority to change any of the terms, rates or conditions of our contracts or policies. You, on your own behalf or on behalf of your producers, have no authority personally or on our behalf to make, modify or waive any of the terms



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or conditions of any insurance contract; to bind us by making any promise or by accepting any representation or information not contained in an application for an insurance contract; or to incur any obligation or liability for which we shall be responsible. We may at our discretion:

- a. Modify or amend any insurance contract;
- b. Set maximum and minimum limits on the amount for which any insurance contract may be issued;
- c. Modify the conditions under which any insurance contract may be sold;
- d. Discontinue or withdraw any insurance contract from your state(s);
- e. Cease doing business in your state(s);
- f. Establish rules governing the commissions to be paid on any insurance contract which has been reinstated, converted or has replaced an existing insurance contract;
- g. Determine the amount of commissions to be paid on insurance contracts not enumerated herein;
- h. Make charges for rejected, undelivered or reissued insurance contracts;
- i. Audit the sales and marketing business practices of you or any of your producers, which may include onsite audits.

5. License

Subject to rules we may establish from time to time, we may pay license appointment fees required by the state in which you have your principal place of business.

6. Receiving Premiums

You have the authority to collect the first premium only and shall promptly remit that premium to us. We do not accept premium payments collected in the form of cash, money order, traveler's checks, third-party checks or "blank" (counter) checks. You may not commingle policyowner premiums with your personal funds or with your agency funds, and premium payments may not be remitted from personal or agency accounts (except on policies you personally own or except as specifically otherwise agreed in advance in writing). All monies received by you for or on behalf of us must be made payable to us, and you are not authorized to endorse or cash checks, drafts, money orders or financial instruments made payable to us. With respect to an application for a life insurance contract, if you collect an initial premium payment at the time of application you are to provide a completed Conditional Receipt Agreement to the customer with a copy to us along with the premium payment.

7. Advertising

You are responsible for knowing all laws, regulations and standards relating to the marketing and sale of insurance contracts in all states where you are licensed and/or conducting business.

Any sales promotion, sales material or other advertising material you use in connection with the solicitation and/or sale of our products must be submitted to us for our prior written approval of each specific item, pursuant to our published Advertising Guidelines.

8. Delivery of Policies

Insurance contracts must be delivered promptly and those not delivered within our required, published delivery period must be returned to us promptly.

9. Return of Premiums/Chargebacks

We may reject, decline, cancel, or modify applications for insurance contracts for any reason and at our sole discretion, and we may return the premium or any portion thereof to the customer. You are not be entitled to commissions with respect to any such insurance contract, and any such compensation paid to you will become an indebtedness of yours. Furthermore, you are not entitled to any compensation with respect to any such contracts or applications that are rescinded, declined or cancelled by us for any reason and you will immediately refund to us any such compensation upon our written demand. You will immediately refund to us any such compensation on insurance contracts which are rejected, cancelled, rescinded, not taken, or modified, or on returned premiums. With respect to insurance contracts which are refunded within the "free look" period, we will chargeback to you the entire commission paid on such insurance contract. You will return to us within five (5) days of written demand the applicable portion (or all) of any such commissions due to us with respect to this paragraph.

10. Other Company Policies, Procedures and Guidelines

You are responsible for reviewing, understanding and complying with all of our policies, procedures and guidelines which we publish from time to time, which are located on our producer extranet website. You acknowledge and agree to review these policies, procedures and guidelines upon confirmation of your appointment with us and to review them periodically throughout the term of your appointment. You will abide by, and will ensure that all of your sub-producers abide by all such policies, procedures and guidelines that we may establish from time to time, including, without limitation, our Premium Finance Guidelines, our Market Conduct and Compliance Practices and the requirements of federal and state law or regulation. You acknowledge and agree that all such policies, procedures and guidelines may be revised or discontinued by us at any time and from time to time, in our sole discretion and without prior notice to you.



You are required to maintain Errors and Omissions (E & O) insurance coverage at all times with policy limits of at least \$1,000,000 per claim/\$1,000,000 annual aggregate, or such other limits as we may require from time to time. You must provide us with satisfactory evidence of such E & O coverage as we may reasonably request from time to time, but at a minimum annually. You must provide us with notification within ten (10) days of any cancellation, change of policy provisions or carrier, or other termination of such E & O coverage. Failure to maintain said E & O coverage may result in your suspension or termination of your contract.

11. Privacy of Customer Information

We may from time to time provide you with certain non-public personal financial and health information on our customers for the purpose of performing services for us or functions on our behalf. You are expressly prohibited from disclosing or using a customer's non-public personal financial and health information other than to carry out the purposes for which we disclosed the information. Subject to applicable state or federal law provisions, such purposes include the joint marketing and/or marketing services of our products in the ordinary course of our business to carry out the joint marketing and/or marketing services of our products. You will keep all information strictly confidential. You will comply with all federal and state requirements regarding the disclosure of medical information, including but not limited to the provisions of HIPAA. You will maintain adequate privacy systems and safeguards to protect the confidentiality of such customer information, consistent with current law.

12. Contract Non-Assignable

Any assignment or pledge of your commissions under this Contract must have our prior written consent, and is subject to our prior security interest and right of offset. All other rights under this Contract are personal to you and may not be transferred or assigned by you.

13. Compensation

Compensation, fees and bonuses, if any, will be paid in accordance with the commission schedule provided to you, as modified from time to time, for production by you or your producers. Amounts payable to you on sales by your producers will be reduced by the amount payable to such producer(s), so that you will receive only the override on such sales. We reserve the right to revise the Commission and/or Service Fee rate levels set forth in the commission schedule at any time and from time to time, at our sole discretion. You must obtain your commission statements and production reports by accessing our producer extranet website. If commissions are payable to you by an upline producer under a "zero comp" or "license only" arrangement, you agree that we have no obligation to pay any compensation directly to you and you agree to indemnify and hold us harmless from all losses and expenses, including attorneys fees, resulting from any claim by you for such compensation, notwithstanding anything contained herein to the contrary.

We may amend from time to time the terms and conditions for payment of Compensation as set forth on any supplement. We will give you written notice of any such amendment. No amendment will reduce the Compensation paid to you on business sold by you or your producers prior to the effective date of the amendment. To the extent you are required by any state or federal law to disclose to a consumer your compensation earned, you will abide by any and all such requirements in a timely manner. You shall not discount or offer to discount premiums and you shall not engage or offer to engage in the direct or indirect rebating of compensation that is paid or payable in connection with the sale or purchase of our insurance products whether or not permitted under applicable state law.

No compensation or other fees will be paid on premiums waived under the provisions of any policy procured by you or any of your sub-producers.

14. Indemnity and Indebtedness/Right of Set-Off

You agree to indemnify and hold us harmless for any losses, claims, liabilities, lawsuits, costs or expenses we incur (including attorneys' fees and costs) as a result of any acts or omissions by you or your producers. This indemnity and hold harmless will extend to any debt you or your producers incur (including the costs of collection and attorneys fees). You agree to pay any debit balance owed to us when due, and any debit balance(s) of your producers remaining after completion of any debt collection we may undertake.

You grant to us a first priority security interest in all compensation payable to you to the extent of any indebtedness or other obligation you or your producers owe to us, and we will have the right of offset against any such compensation or any other monies paid or owed to you. Any amount not fully paid within thirty (30) days of demand will bear interest at the rate of 6.75% per year, as amended from time to time upon notice to you by us. This right of set-off will also apply to any compensation payable to you after termination of this contract.

15. Termination

This Contract may be terminated with or without cause by either you or us immediately upon written notice to the last known address of the other party. This Contract is terminated automatically without cause upon your death if it is an individually signed (non-corporate) contract, or if you are a partnership, LLC or corporation, upon any event legally or contractually causing the dissolution of that entity. We may terminate this Contract "for cause" immediately upon written notice to your last known



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address. "For Cause" shall include, but not be limited to, the following:

- a) you withhold, embezzle or misappropriate any money or other property belonging to us, to a policyowner or to an insured;
- b) you subject us to a liability;
- c) you fail to comply with the laws, rules or regulations of any federal, state or other governmental agency or body having jurisdiction over you or us, or with our rules and operating procedures, including without limitation those rules and procedures set forth in our Compliance Guide and our OFAC and AML policies and procedures;
- d) you commit a material breach of this Contract;
- e) you commit any fraud or material misrepresentation of fact including but not limited to misrepresentation of any fact on the Application for Contract;
- f) you fail to pay any indebtedness to us upon demand;
- g) you are, or have ever been, convicted of or plead guilty or nolo contendere ("no contest") to any felony or to any crime involving dishonesty, breach of trust, or violation of any federal law;
- h) you are not a duly licensed insurance agent;
- i) you engage directly or indirectly in rebating of commissions payable or paid in connection with the purchase of insurance contracts; or
- j) you engage in any effort to systematically replace the policies or contracts written with us by you or your producers.

Upon termination for cause, no further compensation will be payable hereunder. Except as otherwise provided, first year and renewal commissions will be fully vested as premiums are applied. Upon termination with or without cause, no further service fee commissions or performance and persistency bonus payments, if any, will be payable, and supplies and all other property and materials, including marketing materials and company business cards, furnished by us will be returned to us within ten (10) days. In addition, any bonus plan and finance plan payments, if any, will cease upon any termination of this contract, unless agreed to otherwise by us in writing.

Following termination with or without cause, we may withhold any compensation or other monies payable to you for a period not to exceed 365 days.

16. Suspension

We retain the right, with or without prior notice, to place you and/or any of your sub-producers on suspension and/or suspend the processing of any submitted insurance or annuity applications as a result of (i) any suspected or alleged misconduct; (ii) any violation, breach, suspected violation or suspected breach of any provision hereof; or (iii) any complaint issued or disciplinary action taken, by any state or federal insurance agency or department, the National Association of Securities Dealers, or any other governmental or quasi-governmental entity. During the period of suspension, suspended agents may not take any action to solicit or procure applications for our products, directly or through agents, brokers or employees. Furthermore, during the period of suspension, suspended agents will not be entitled to qualify for any reward, incentive or other promotional programs including, but not limited to, conference credits, previously awarded to them or awarded during the period of suspension. The period of suspension will not exceed three (3) months or such longer period as we may deem appropriate for the investigation of such violation or suspected violation. We reserve the right to terminate you or any of your sub-producers at any time during the period of suspension and the duration of the suspension will count towards any requirement that you or your sub-producer receive notice of termination, including the notice requirements set forth in Section 15 above.

17. Arbitration

You and we agree that any disputes arising out of or relating to this Contract will be arbitrated in accordance with the Rules of the American Arbitration Association and the Federal Arbitration Act. Arbitration may not be initiated unless the party requesting arbitration has given the other party at least 30 days prior written notice of its intent to initiate arbitration and a detailed description of the basis of the dispute. A single arbitrator (or, in any matter in which the amount in controversy exceeds \$100,000, a panel of three arbitrators) shall interpret this Contract in accordance with Iowa law and shall conduct proceedings in accordance with the Federal Rules of Civil Procedure. Any punitive damages awarded by the arbitrator(s) shall not exceed two times compensatory damages awarded. Any award of the arbitrator shall be deemed final and judgment upon such award may be entered and enforced in any Iowa District Court and transferred to any other jurisdiction. Such arbitration will be held in Des Moines, Iowa.

18. Non Interference

As a condition of, and material inducement to the consideration set forth herein, you agree you will not, for a period of two (2) years following termination of this Contract, directly, indirectly, or through others, induce or urge any policyowner, after termination of this Contract, to lapse, exchange, surrender or otherwise terminate any policy, or induce or urge any employee or member of our field force to terminate any relationship with us. In the event this provision is violated and without limitation of our other remedies, all your rights to Compensation under this Contract will immediately cease and you will be liable for any damages we suffer. You further agree that money damages for your breach of this provision will be inadequate and that we are also entitled to seek injunctive relief to prevent further breaches of this provision. We may seek that injunctive



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relief, coupled with any claim by us for damages, in any state or federal district court in Des Moines, Iowa, and you agree that those courts have personal jurisdiction over you for the purpose of such actions, which shall not be subject to the Arbitration provisions of this Contract.

19. Contract Binding on Principals

In the event that you are contracting with us as a corporation, partnership, LP, LLC., or other business entity, it is further agreed and guaranteed by the principals of said business entity that all terms and conditions of this Contract shall be binding on them severally and jointly in the same manner as upon the entity named as the producer.

20. Consent to Electronic Agreement & Notice

In the event that you enter into this Contract by electronic means through our website, you hereby agree and consent that this Contract shall be legally binding upon your estate, heirs, executors, administrators, personal representatives, successors and assigns. You hereby waive any and all defenses that this Contract was not in writing or properly executed as may be required by the Statute of Frauds or any other similar law, rule or regulation. You hereby agree that we fulfill our obligation to deliver to you any document, statement, notice, or other communication if sent via electronic delivery. Documents sent by electronic delivery will contain all the information as it appears in the printed hardcopy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an email, an electronic mail attachment, or in the form of an available download from our website. You represent that you will download the relevant document promptly after receiving notice of its availability. Should you experience any difficulty opening a document electronically delivered by us, you will promptly advise us in order to allow us to make the required delivery by other means. Failure to advise us of such difficulty within forty-eight hours after delivery shall serve as an affirmation that you were able to receive and open said document.

21. Entire Agreement

Except for compensation payable with respect to business sold under any previous contract between you and us, this Contract supersedes any previous agreements between you and us. This Contract sets forth the entire agreement between you and us and may not be altered or modified except in a writing signed by you and our authorized officer. Notwithstanding the foregoing, we reserve the right to amend this Contract at any time, effective on a prospective basis only. Such amendment will be effective at such time as we display new Contract provisions at our agent website or when we notify you of such changes. Your continuation of the relationship created hereby will be deemed to be your acceptance of such changes. You may request the most current edition of this Contract by calling or writing us.

Except for our right to amend this Contract from time to time as stated above, for purposes of providing notices required or permitted by this Contract, waiving any right under this Contract, or amending any term of this Contract and notwithstanding any law recognizing electronic signatures or records, "a writing signed," "in writing" and words of similar meaning, shall mean only a writing in a tangible form bearing an actual "wet" signature in ink manually applied by the person authorized by the respective party, unless both parties agree otherwise by making a specific reference to this section.

No forbearance or neglect by us to enforce any term, condition, or provision of this Contract shall be construed as a waiver of any of its rights or privileges hereunder or affect its rights arising from any default or failure of performance by you. You agree that a declaration of invalidity or unenforceability of any particular provision or provisions of this Contract will not in any manner affect any other provision and that you will comply fully with all remaining provisions contained herein.

The provisions of any supplemental addendums, amendments or schedules attached hereto, including the Producer Contract Application signed by you and attached hereto, are incorporated in this Contract in their entirety by this reference, as if fully set forth herein.

This Contract shall be governed by the laws of the State of Iowa, without regard to principles of conflicts of law. In addition, the parties to this Contract agree that the District Court of Polk County, Iowa shall have exclusive jurisdiction over any and all disputes which may arise with respect to this Contract, consent to such jurisdiction, and agree that proper venue exists therein. This Contract is executed below and upon our approval of the attached Application for Contract.

/s/ _____
COMPANY OFFICER NAME AND TITLE

/s/ _____
Producer name and signature





Independent Producer Contract Appointment Application and Agreement

Check all Aviva company(ies) with which you wish to apply for an Independent Producer Contract:

- American Investors Life Insurance Company
 Aviva Life and Annuity Company of New York:
 Aviva Life and Annuity Company
 General Agent
 Associate General Agent
 Agent

All Questions Must Be Completed. Attach a Copy of Current Insurance License(s). All sub-licensees on corporate licenses must complete the Producer Information - we will run background checks on all sub-licensees.

INDEPENDENT PRODUCER INFORMATION: (*Note: Required Field)

*Last Name: _____ *First Name: _____ Middle Init.: _____

Former Names: _____ *Gender: Male Female

*Social Security Number: ____ - ____ - ____ *Date of Birth: _____

*Home Address: _____ *City: _____

*County: _____ *State: _____ *Zip Code: _____

*Mailing Address (req'd. if PO Box above): _____

Residence Phone: _____ *Business Phone: _____ *Fax: _____

E-mail Address: _____

Complete this section only if commissions are to be paid to a corporation or subagent arrangement:

Pay to: TIN/Corporation Subagent/LOA/Zero Comp Arrangement

Provide Information if Business or Subagent Arrangement:

Corporation Name: _____ Tax I.D. Number: ____ - ____ - ____

Names on Corporate License: _____

Corporation Address: _____

For Aviva Life and Annuity Company of NY General Agents Only:

Commissions Paid: One Check to GA Separate Checks to GA

Office Contact Information:

Administrative Contact: _____

Marketing Contact: _____

Software Contact: _____

Beneficiary of your commissions in the event of death - (separate form available upon request):

Name(s): _____ Social Sec. #: ____ - ____ - ____

Address: _____

E&O insurance is required for appointment - Do you have current coverage? Yes No
Attach declaration page showing proof of E&O coverage. Coverage available through Aviva if needed.

Have you completed the required anti-money laundering training program? Yes No
Attach proof of completed training course (if other than LIMRA).

Recruiter Information

Recruiter Corporate or Individual Name: _____

Recruiter Phone: _____ Recruiter Fax: _____ Recruiter #: _____



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BACKGROUND INFORMATION: Respond to all questions for you personally and on behalf of any organization over which you have exercised or currently exercise control. (Note: If you answer "Yes" to any question, then you must attach an explanation and related documents - e.g. orders, settlement agreements, Sec. 1033 waiver.)

- a. Have you ever applied for a contract with any of the Aviva companies? Yes No
If Yes, then list the Aviva companies and agent codes: _____
- b. Do you have any new business pending? List Aviva company: _____ Yes No
Client name: _____ State: _____ Date of App.: _____
- c. Do you hold a securities license? Yes No
If Yes, who is your broker/dealer: _____
- d. Have you ever had your insurance license, securities license, or other fiduciary license suspended or revoked, or have you ever had an application for an insurance license denied by an insurance department? (other than for noncompliance with continuing ed. or renewal fee requirements) Yes No
- e. Have you ever had a complaint filed, a regulatory inquiry/ investigation, an arbitration, or been sued by an insurance department, NASD, state securities office, attorney general or any other regulatory agency? Yes No
- f. Has any lawsuit or claim ever been made against you, your surety company, or errors and omissions insurer arising out of your sales or practices, or, have you been refused surety bonding or E&O coverage? Yes No
- g. Are you presently involved in any litigation or are there unsatisfied judgments or liens (including state or federal tax liens) against you? Yes No
- h. Have you been charged with or pled guilty to, nolo contendere to or been found guilty of any felony or of any misdemeanor, or, are you now under indictment? Yes No
**If you were convicted of any felony involving dishonesty or a breach of trust, then you must provide us with proof of written consent from the State Insurance Commissioner to work in the insurance business. (See 18 U.S. Code Sec. 1033).*
- i. Does any insurer, insured, or other person claim any commission chargeback or other indebtedness from you as a result of any insurance transactions or business? Yes No
- j. Have you ever been discharged from any employment or had an agent contract terminated for reasons other than low production? Yes No
- k. Have you filed for bankruptcy in the last 7 years? Yes No

If you answered Yes to any questions (d) through (k), please attach an explanation and documentation for each. Note: You are required to report any adverse action that may be taken against you in regards to Questions (d) through (k) to the Company's Legal Department within 5 days of such change.

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT (ATTACH VOIDED CHECK). I hereby authorize the Aviva companies listed above and the financial institution named below to initiate credit entries to my account and to reverse any entries made in error. I understand that the company will give me prior notice of any such reversal. This authorization will remain in full force and effect until the Aviva companies above have written notice from me of its termination in such time and in such manner as to afford the Aviva companies a reasonable opportunity to act on it. *Note: commissions are only paid by electronic funds transfer (EFT) unless we agree otherwise. The Bank requires that the depositor's name to be the same as the licensed agent. Fill in your Account Info below.*

*Depositor Name: _____
 *ABA Routing/Transit#: _____ *Acct. #: _____
 *Name of Financial Institution: _____

INDEPENDENT PRODUCER AGREEMENT: By my signature below, I acknowledge that I have read the attached copy of the Independent Producer Contract and I understand this Application will form and become a part of my Contract. I agree to be bound by all of the terms and conditions of the attached Contract including any schedules, supplements, and amendments. I agree that, if appointed, any misrepresentation of facts herein provided will be grounds for termination of the Contract for cause at the sole discretion of the Aviva companies. I am not appointed to represent the Aviva companies listed above until and unless this Application is accepted by the companies and I am notified of such acceptance by Aviva's confirmation letter. Upon acceptance of my application, the Contract shall consist of this Application, the Independent Producer Contract attached hereto, and any changes thereto the Aviva companies make from time to time, as posted on the agent website or as Aviva may notify me in writing. I represent and warrant that all information and answers to questions are true and complete.

Independent Producer Signature: _____ Date: _____





Aviva Life and Annuity Company
 P.O. Box 14590
 Des Moines, IA 50309-3590
 888/329-1329 Fax
 www.avivausa.com

Assignment of Commissions Agreement

THIS ASSIGNMENT OF COMMISSIONS AGREEMENT (the "Assignment"), is made as of this _____ day of _____, 20____, by and between _____ (the "Assignor"), residing at _____ (the "Assignee"), located at _____, and Aviva Life and Annuity Company (the "Company") located at _____.

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

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

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

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

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

Date: _____

Name: _____
 Assignor

 Assignee
 Assignee's Tax ID No. _____

Date: _____

By: _____
 Name: _____
 Title: _____
 Aviva Life and Annuity Company

Date: _____

By: _____
 Name: _____
 Title: _____



* 6 1 4 6 7 1 0 0 8 *



- American Investors Life Insurance Company
- Aviva Life and Annuity Company
- Aviva Life and Annuity Company of New York

Consumer Report Authorization

Authorization and Release for Use of Consumer Reports

In making this application for a Producer's Contract, I understand that a credit report and consumer investigation may be prepared. I understand that such reports may be prepared whereby information about me is obtained through personal interviews with neighbors, friends, or others with whom I am acquainted. These reports include information as to my character, reputation, personal characteristics, and mode of living. I understand that I have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of any investigation performed in preparing such reports. I understand that the Company may disclose to upline agent(s) and/or recruiter(s) any reports referred to in this Authorization, including any information obtained in the future on my sales or other activities and including any information relating to any termination of my contract with the Company and I authorize the Company to disclose any such information. The Vector Insurance network will be checked for any reported outstanding producer debt with previous employers. I hereby authorize all of the Aviva insurance companies checked above (the "Company") to procure a credit report and/or consumer investigative report, and release the Company from all liability in connection from procuring and using such reports. This authorization and release, in original or copy, shall be valid for this and any other reports or updates.

For California, Minnesota, and Oklahoma Residents Only

Pursuant to the laws and regulations of the states of California, Minnesota, and Oklahoma, you are hereby notified that a consumer credit report will be obtained through:

First Advantage PO Box 3367 Seminole, FL 33775	Business Information Group PO Box 541 Southampton, PA 18966	Vector One PO Box 12368 Scottsdale, AZ 85267-2368	NAIC 2301 McGee Street, Suite 800 Kansas City, MO 64108-2662
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in connection with this application. The Vector Insurance Network will be checked for any reported outstanding debt with previous employers. Please indicate below whether or not you wish to receive at no charge to you a copy of these reports. Yes No

I also authorize the above checked Aviva insurance companies to share with any of the Aviva insurance companies with which I may contract now or in the future any credit reports and consumer investigation reports that may be obtained. I also authorize the Aviva insurance companies checked above to continually obtain credit reports and consumer investigation reports in the future without prior approval by me and without notice by the Company for as long as I may be contracted with the Company.

Date: _____

Signature of Producer: _____

Social Security Number: __ __ - __ - __ __ __

Printed Name: _____



* 1 6 2 5 4 1 0 0 8 *

Return form to:
Agency Services
Aviva
611 Fifth Avenue
Des Moines, IA 50309
Fax: 1-800-875-0223



Anti-Money Laundering Training Information Form

****DO NOT COMPLETE THIS FORM IF YOU COMPLETED LIMRA TRAINING WITH AVIVA OR ANOTHER CARRIER****

AGENTS: COMPLETE SECTIONS ONE THROUGH THREE ONLY

SECTION ONE: AGENT INFORMATION

Agent's Name _____

Agent's Number _____ Social Security Number _____

Address _____

City _____ State _____ Zip Code _____

Phone Number (daytime) _____ (evening) _____

SECTION TWO: TRAINING INFORMATION

Title of training program _____

Date training program completed _____

Training was delivered by: (Check all that apply)

Vendor: (Please specify full name and contact information. Attach certificate and outline of training program, if available)

Insurance company: (Please specify full name and contact information. Attach certificate and outline of training program, if available)

Broker Dealer: (Please specify full name and contact information. Attach certificate and outline of training program, if available)

Bank: (Please specify full name and contact information. Attach certificate and outline of training program, if available)

Other: (Please specify full name and contact information. Attach certificate and outline of training program)

SECTION THREE: AGENT AFFIRMATION OF ANTI-MONEY LAUNDERING TRAINING PROGRAM COMPLETION

I am a duly licensed insurance agent and affirm that I have completed the above-referenced training program, which to the best of my knowledge satisfies requirements imposed on insurance companies by regulations issued under USA PATRIOT Act Section 352 (US 31 CFR 103.137). I acknowledge that AVIVA retains the right to review and approve the training program and its curriculum before accepting this certification. I affirm (i) that I have read and understand the AVIVA Producer's Guide to Anti-Money Laundering for Insurance Agents and (ii) that I am knowledgeable about my obligations under the regulation.

Signature of Agent _____ Date _____

FOR HOME OFFICE USE ONLY:

SECTION FOUR: ATTACH A CERTIFICATE DOCUMENTING THE CONTENTS OF THE TRAINING PROGRAM OR COMPLETE AND EXECUTE THE ITEMS BELOW (Check all that apply).

Training program covers the ACLI Core Elements for an AML Course

Training program is in compliance with regulations issued under USA PATRIOT Act Section 352 (US 31 CFR 103.137 and/or NASD Rule 3011)

I affirm that the above referenced agent completed the above reference training program and that the program either covers the ACLI Core Elements and/or is in compliance with regulations issued under USA PATRIOT Act Section 352 (US 31 CFR 103.137 and/or NASD Rule 3011).

Entity Delivering Training _____

Name _____ Title _____

Signature _____ Phone Number _____

FOR INTERNAL USE ONLY -- THIS FORM IS NOT A TRAINING CERTIFICATE

Aviva Life and Annuity Company Compensation Schedule

(Expressed as a Percent of Premium)

Effective: August 01, 2010

1. PRODUCTION COMPENSATION

A. First Year and Renewal

(Compensation is reduced by amounts paid to sub-agents)

INDEXED UNIVERSAL LIFE	Target Percent 1st Year	Excess Percent 1st Year	Renewal Percent Yrs 2-9	Service Fee Years 10+	
Lifetime Builder	90	2.5	2.5	.5	
Advantage Builder/Indexer Survivor	90	2	2	.5	
Lifetime Builder with Early Cash Value I with or without Simplified issue/Guaranteed issue *	21	3.5	3.5	.5	
	Target Percent 1st Year	Excess Percent 1st Year	Renewal Percent Yrs 2-5	Renewal Percent Yrs 6-9	Service Fee Yrs 10+
Lifetime Builder/Advantage Builder with Simplified issue/Guaranteed issue	25	2.5	8.25	2.5	.5
	Target Percent 1st Year		Renewal Percent Yrs 2-7		
MultiChoice Indexed SPL Issue Ages 50 – 80	9		4		
Issue Ages 81 – 85	6		3		

* The presence of the Early Cash Value Rider increases the target premium on the policy. In addition, there is a modified commission chargeback provision that charges back 100% of first year commission in years 1 and 2 and 50% of first year commissions in year 3 if policy is fully surrendered for cash.

FIXED UNIVERSAL LIFE	Target Percent 1st Year	Excess Percent 1st Year	Renewal Percent Yrs 2-9	Service Fee Years 10+
Guarantee UL Solution	90	2	2	.5
	Target Percent 1st Year	Excess Percent 1st Year	Renewal Percent Yrs 2-9	Service Fee Years 10+
LifeStage	90	2.5	2.5	.5

Aviva Life and Annuity Company Compensation Schedule

	Target Percent 1 st Year	Renewal Percent Yrs 2-7
MultiChoice Fixed SPL		
Issue Ages 50 – 80	9	4
Issue Ages 81 – 85	6	3

First-year commissions will be paid on premiums received up to the target premium. Premiums exceeding the target premium will be paid at the excess commission rate. Any riders or benefits attached are annualized.

Target premium as used in this schedule is a premium published by the Company. Planned premium is that premium noted in the application indicating the annual premium payments the applicant intends to make.

Increases: If the policy is increased, additional first-year commission will be paid as premium is allocated to the increased target.

	Percent 1 st Year	Renewal Percent Yrs 2-10	Service Fee Years 11+
TERM^2009			
ART	70	1	1
10 Year Level Term	75	1	1
20-, 30-Year Level Term	90	1	1

^Policy Fee on Term plans is non-commissionable.

BENEFITS AND RIDERS

For the following riders and other benefits attached to applicable policies, commissions are paid at the same rates as are paid on the policies/riders to which they are attached:

Children's Insurance	10-Year Term Rider on Base Insured
Guaranteed Insurability	20-Year Term Rider on Base Insured
Guaranteed Purchase Option	
Accidental Death Benefit Rider	
Additional Insured Term Rider	
Waiver of Premium	Survivor 4-Year Term Insurance Rider (Estate Protector Rider)
Waiver of Monthly Deductions Rider	Waiver of Specified Premium Rider

The following benefits and riders are non-commissionable:

Maturity Extension Endorsement	Survivor Term Life Insurance Rider
Primary Insured Rider	Survivor Enhanced Account Value Endorsement
No Lapse Guarantee Rider (Advantage Builder)	Survivor No-Lapse Guarantee Rider
Death Benefit Return of Premium Rider	Survivor Death Benefit Return of Premium Rider
Life Protector Rider	Survivor Life Protection Paid-Up Rider
Waiver of Surrender Charge Due to Confinement Rider	Policy Split Option Rider

Aviva Life and Annuity Company Compensation Schedule

B. COMMISSIONS PAYABLE ON SUBSTANDARD EXTRA PREMIUMS

First-year and renewal commissions will be paid on substandard policies under the following rules.

Table Rating

Full first-year and renewal commissions will be paid on such extra premiums when the substandard rating is Table F (Table 6) or less. For ratings above Table F, first-year commissions will be limited to the amount payable on a Table F rating, but renewal commissions will be paid on the actual extra premiums. For commission purposes, any Table Rating applicable to the Accidental Death Benefit, the Waiver of Premiums Benefit, or the Payor Benefit will be assumed to be Table F or less.

Other Rating

No first-year commissions will be paid on flat extra premiums charged for 10 years or less. Renewal commissions will be paid on all such extra premiums. (Not applicable for 20 Pay Life Product.)

C. COMMISSIONS PAYABLE ON AVIVA LIFE INSURANCE GROUP INTERNAL REPLACEMENT

- For permanent life insurance, any fixed life policy (e.g. UL, IUL, ISWL, and WL) exchanged within the AVIVA Group:
 - If the policy being exchanged is at least 10 years old, full first year commissions will be paid on the newly issued policy.
 - If the policy being replaced is less than 10 years old and the face amount of the new policy is greater than the old policy, target premium on the new policy will receive a new first year commission (FYC) calculated on an adjusted basis.
$$\text{Adjusted FYC rate} = \text{standard FYC} \times (\text{new face} - \text{old face}) / \text{new face}$$
 - If the policy being replaced is less than 10 years old and the face amount of the new policy is less than or equal to the old policy, there will be no commissions paid in the first policy year. This includes first-year commissions on target and excess premiums.
 - For the following existing AVIVA Life products, full first-year commission will be paid provided the policy being replaced is at least 5 years old:
 - Expanded Protection Plus (EPP)
 - Modified Survivor Whole LifeIf the policies named above are exchanged and are less than 5 years old, there will be no first year commission paid.
 - No first-year commissions will be paid on any policies exchanged to par whole life.
- For any term policy exchanged for term or permanent policies within the AVIVA Group:
 - Full first-year commission will be paid on new policies issued as a result of a term policy exchange so long as the term policy has been in force at least 5 years.
 - For term policies replaced within the first 5 years:
 - Full commission will be paid only on an increase in face amount.
 - 10-Year term exchange for a longer term (e.g. 15 or 20 years) is considered an exchange. Commissions will be paid only on an increase in face amount, regardless of the premium increase.
- Conversions under term policy provisions are not considered internal replacements.

Aviva Life and Annuity Company Compensation Schedule

II. PAYMENT OF COMMISSIONS

All commissions shall accrue and be payable to the producer only upon premiums actually received by the Company at its Home Office or upon premiums waived under policy provisions. Commissions are not payable upon refunded premiums.

No commission will be paid on the premium charged for interim term insurance. (If Insured dies during interim period, a commission will be allowed as though the first regular premium had been paid.)

Any and all policy forms not included in this commission schedule shall be subject to first-year and renewal commissions as may be determined by the Company. The allowance of commissions and payments to the producer in connection with matters not specifically covered in this contract, including lapsed and changed policies and joint business, shall be governed by such rules and practices as may be established from time to time by the Company.

III. PAYMENT AFTER TERMINATION

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

- (a) Any debit balance, and
- (b) Any assignment of commissions.

IV. GENERAL CONDITIONS

- (a) Consult Company's field publications (published electronically and/or by document) to determine the current Company rules (in addition to those set out below) regarding commission adjustments including but not limited to: annualization, replacements, substandard ratings and extra premiums, conversion credits, and changes in face amounts.
- (b) This Compensation Schedule applies only to sales of the above Company policies and contracts. This Schedule may be revised, replaced, or withdrawn, in whole or in part, at any time by Company in its sole discretion, and any such revisions, replacements, or withdrawals are binding on all agents.
- (c) Company may reject applications for insurance without specifying the reason or cancel any policy and return the premium. All commissioned agents shall refund any compensation they receive on cancelled or declined policies and/or on returned premiums.
- (d) Company reserves the right to charge back the pro rata share of any compensation paid on a policy on which the death benefit is reduced during the first 3 policy years.
- (e) Not all products are available for sale by all agent contract types and/or available for sale in all states. Consult field publications for availability.
- (f) Commissions on Term Products are paid on annual premiums excluding the policy fee and modal loading.
- (g) The commission levels shown in this Schedule are based upon anticipated production. Total IMO production volume may be reviewed semi-annually, and the commission level may be increased or decreased accordingly.
- (h) The commission rates shown in this Schedule for policies or contracts sold at various agent levels are **not** cumulative, and a commission payable at any level shall be reduced by the commission's payable at the levels below it.
- (i) In the event of a lapse or surrender, commissions will be charged back during the first policy year as follows:
 - *The chargeback in Policy Months 1-6 will be 100% of the commission paid.
 - *The chargeback in Policy Months 7-12 will be 50% of the commission paid.
- (j) Upon termination of the Contract, Service Fees are not vested.
- (k) The portion of any first-year commission you earn (earned by Agent) which exceeds 100% may be withheld by us (Company) unless and until the premium for the second policy year is paid in its entirety.
- (l) Commissions are payable on premiums paid by policy loan. Commissions are not payable on premiums paid by withdrawal from policy values.

Request for Taxpayer Identification Number and Certification

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

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

<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN on page 2.</p> <p>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</p>	<p>List account number(s) here (optional)</p>																																													
<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> <tr><td colspan="9" style="text-align: center;">OR</td></tr> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td><td style="width: 20px;"> </td></tr> </table>	Social security number																		OR									Employer identification number																		<p>Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)</p>
Social security number																																														
OR																																														
Employer identification number																																														

Part III Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

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

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

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

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

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

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

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

Penalties

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

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

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

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