Employee Benefits Corporate Contracting Packet



Appointment Application For Corporations

Products and financial services provided by American United Life Insurance Company® a OneAmerica® company Attn: Licensing Department, 1012A One American Square, P.O. Box 368 Indianapolis, IN 46206-0368 Fax (317) 285-5242



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☐ Please appoint me to sell Pension products ☐ Please appoint me to sell Group L & H products		Regional Sales Office/Name			
		GRHome Office Use Only			
	me of Corporation				
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Вι	siness Phone #	Fax Phone #			
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	ease check your responses to the following questions. " e "YES" answer should be checked if, at the time this ap		-		
cir	cumstances which would make a "NO" answer misleadi	ing or incomplete.	y Kilowieuge	or carrern	
1.	Has any court, state or federal regulatory agency or exchance corporation involving insurance, investments or fraud?	nge ever entered an order against the	☐ Yes	□ No	
2.	Has the corporation ever, at any time, filed bankruptcy or b Chapter 7, 11, or 13)?	peen declared bankrupt (including	☐ Yes	□ No	
	Has any bonding company ever denied your application or your behalf?		☐ Yes	☐ No	
4.	Has any disciplinary action, including but not limited to, ref been taken by any state or federal regulatory agency again have been directly connected?		☐ Yes	□ No	
5.	Does the corporation currently have any unsatisfied judgm more than 120 days past due?	nents, liens, collection items or accounts	☐ Yes	□ No	
6.	Has any person ever complained to an insurance departmabout the conduct of the corporation?	ent, FINRA, NYSE, SEC, or other agency	☐ Yes	□ No	
priinf the tru inv ch Or or be an ide I a	pplicant shall comply with all federal and state laws, rule vacy. All nonpublic personal information (including finan ormation shall not be disclosed to any other party except a security and confidentiality of such information. By sign the and complete. I authorize OneAmerica Financial Party estigation relating to my insurance appointment and und eck, a consumer report, motor vehicle report, Vector Discample and its affiliated companies by facsimile or othe changed in any manner from the original form provided and deemed an original signature for purposes of agreeing swers provided herein. Under penalties of perjury, I certification number (or I am waiting for a number to be issued mexempt from backup withholding, (b) I have not been ckup withholding as a result of a failure to report all interesting to backup withholding; and (3) I am a US person (including).	icial and health) shall be held in the stricter as required by law. Applicant shall establish aing below, I hereby attest my answers to the thers, Inc. and its affiliated companies to derstand that this investigation may include be better the check and a FINRA/CRD check. If the electronic format, I further attest that this found that my signature in such facsimile or other to the background check and the attestatify that (1) The number shown on this form sued to me); (2) I am not subject to backup who notified by the Internal Revenue Service (IF est or dividends, or (c) the IRS has notified	st of confident procedures the questions conduct a beta felony/misting form is room has not beta feloctronic fittion of the table is my correction withholding the table from the table fr	ence. Such as to protect a above are background ademeanor eceived by een altered format shall ruth of the ct taxpayer because (a) a subject to	
Sic	anature and Title of Officer of the Corporation	 Date			

Broker's Contract For the Affiliated Insurance Companies of OneAmerica®

American United Life Insurance Company® a OneAmerica® financial partner One American Square, P.O. Box 368 Indianapolis, IN 46206-0368 (317) 285-1877



Employee Benefits	
Retirement Services	
The State Life Insurance Company	
THIS CONTRACT:	

THIS CONTRACT is made and entered into by and between the company indicated by check mark in one of the boxes above, hereinafter called "Company", and

(Print broker's name) hereinafter called the "Broker".

This Contract will be effective on the date indicated by the Company on the last page of this Contract.

The Broker is now and in the future shall be and shall comport himself or herself at all times as an independent contractor of the Company. Nothing contained in this Contract shall be construed to create the relationship of employer and employee, principal and agent, joint venturers, partners, affiliates, or other similar relationship between the Company and the Broker.

1. Authority Of Producer

- A. Following proper appointment with Company, the Broker is authorized to sell Company's products, contingent on Broker's compliance with the instructions of the product applications and the Company regulatory compliance practices.
- B. The Broker may recommend other producers (hereafter referred to as "Sub-brokers") for appointment by the Company within the hierarchy of the Broker. The Company will directly pay the Sub-broker's compensation to the Sub-broker if such Sub-broker is directly contracted with the Company, but the Broker is solely responsible to pay the compensation to any Sub-Brokers not directly contracted with the Company (provided the Sub-broker being paid is licensed by the appropriate state(s) and is appointed by the Company), and Broker and shall indemnify and hold Company harmless for said Sub-Broker's compensation.
- C. The Broker is authorized to deliver policies only after payment of the first premium and upon compliance with the terms, conditions and provisions of such policies and the delivery requirements established by the Company. Broker shall promptly remit to the Company all funds collected.
- D. The Broker shall not have or represent to others that Broker has the power to make, alter or discharge any contract, waive any forfeiture, extend the time for or waive payment of any premium, or incur any obligation or liability for which the Company shall be responsible.

- E. The Broker shall not use any advertising with respect to the Company in any publication whatsoever or distribute any circulars, letters, or promotional literature that reference the Company or its products without prior written authorization of the Company.
- F. The Broker shall not misrepresent or omit information entered onto any application or supplemental documents.
- G. Broker has no authority to make any representations to any applicant, policyholder, or insured as to benefits due on any claim or potential claim. All decisions related to claims are within the sole discretion of the Company.
- H. The Broker shall not pay or allow payment of any rebate of premiums or compensation in any manner, directly or indirectly, nor accept business from or pay any compensation to (1) a broker whose name does not appear on the application or (2) any person not properly state licensed and appointed with the Company.
- I. The Company is affiliated with the other insurance companies shown on the first page of this Contract. Pursuant to this Contract, those companies may agree to appoint Broker to solicit business on behalf of those affiliated companies. In that event, the provisions, terms, and conditions of this Contract will extend to Broker's activities on behalf of those other affiliated companies.

2. Duties Of Broker

A. General Duties

The Broker shall exercise his/her own independent and prudent judgment as to time, place, and manner of performing services under this Contract and selecting persons to be solicited and time and place of solicitation.

B. Expenses

The Broker shall furnish his/her own resources necessary to his/her performing services under this Contract, including but not limited to equipment, office space, furniture, assistants, supplies, and appropriate state and federal licensing (as applicable.) All expenses incurred by Broker in performing under this Contract, together with all local and municipal license fees and taxes (including but not limited to occupational and privilege taxes) imposed on the Broker are the obligation of Broker.

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C. Remittances and Reports

The Broker shall remit to the Company all monies or other property belonging to Company not later than the business day next succeeding the day in which such monies or property is received by him. Broker is responsible for the safekeeping of Company money and Company property in Broker's possession.

D. Records

Broker shall keep a record of business transacted by Broker pursuant to this Contract, and the Company shall have the right to examine and copy, at Company's expense, those records when and as often as it may choose, either by the Company's employees or by its authorized representatives. This provision shall survive termination of this Contract.

E. Conduct

The Broker shall:

- (1) comply with all applicable state and federal laws, rules and regulations, including but not limited to those dealing with the disclosure, transmission or retention of customer information and training requirements related to suitability and other state-required training requirements imposed on insurance producers by states;
- (2) be knowledgeable of and comply with the Company's rules, regulations, policies and procedures respecting the conduct of its business, all of which are communicated to Broker either directly or via the Company's producer-only website, which website Broker has an obligation to monitor, and
- (3) conduct herself or himself so as not to adversely affect the business, good standing or reputation of Broker or the Company.

F. Liability of Broker

This Subsection F shall survive termination of this Contract.

The Broker shall be liable to the Company for all compensation:

- (1) received on policies or contracts that are rescinded;
- (2) advanced before the compensation is earned, if the premium or deposit for which said compensation is advanced is not paid when due;
- (3) based on unearned premiums if a policy is terminated prior to the policy anniversary; or
- (4) received upon premiums or deposits that are returned or refunded to the policy owner by the Company for any reason.

In addition, the Broker shall be liable to repay the Company for:

 any premiums or deposits collected by Broker that are not timely remitted to the Company;

- (2) Company property or money entrusted to Broker that is lost, stolen, or damaged;
- (3) Rebates paid directly or indirectly to policy or contract owners, or
- (4) Broker's outstanding debit balance.

Payment for Broker's liability pursuant to this Subsection F shall be made in cash or by charge against the Broker's future compensation, at the option of the Company.

To secure and enforce the Broker's obligation hereunder, the Broker grants to Company an assignment of future compensation to the extent of the amount of liability to Company. Company also is entitled to set off and the lien and right of offset as described by Section 4 in addition to any and all other rights the Company may have under this Contract or other applicable law.

Broker agrees to indemnify, defend and hold harmless Company and its affiliated companies, officers, agents, and employees from any and all claims, demands, causes of action, damages, suits or costs of any kind (including attorney's fees) that may be brought against Company, whether at law or in equity, arising from or caused by any of Broker's acts or omissions, whether intentional or negligent.

G. Privacy

Various federal and state laws set forth requirements for the protection of Company's information. Broker agrees that Broker will maintain appropriate security measures to protect nonpublic, confidential, and personal Company and customer information (collectively "Confidential Information") in compliance with all current and future applicable state and federal requirements. All Confidential Information obtained by Broker on behalf of Company in the performance of Broker's services under this Contract shall be held in the strictest confidence by Brokers and Broker's representatives, Sub-Brokers, and office staff and shall not be used for any other purposes except to perform Broker's services under this Contract. Such Confidential Information shall not be disclosed to any third party without the express written consent of Company or as may be required by law, and Broker shall establish procedures to protect the security and confidentiality of such Confidential Information according to all applicable state and federal intellectual property, privacy, and information security laws. All Confidential Information, including but not limited to any personal financial or personal health information (e.g. name, Social Security number, medical information) in any form, including but not limited to mailing or Company customer lists, furnished to Broker or Broker's representatives, Sub-Brokers, and office staff is covered under this section. Broker will immediately notify Company's Privacy Manager in writing if a breach of personal financial or personal health information of Company customers occurs. At the termination of this Contract or when directed by Company, Broker shall (1) return or destroy (at the discretion of the Company) all paper copies and mobile data storage devices (microfilm, microfiche, tapes, diskettes, compact discs, etc.) containing Confidential Information given to Broker and (2) delete all electronic copies containing

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Confidential Information. This provision shall survive termination of this Contract.

H. Errors and Omission Insurance and/or Bond

When directed by the company or required by applicable law, Broker, at his/her expense, shall acquire and maintain errors and omissions insurance coverage and/or a surety bond, through a carrier acceptable to the Company in an amount specified by the Company.

3. Compensation

A. Writing Compensation

- (1) The Company agrees to pay compensation to the Broker in accordance with the Company compensation schedules in effect at the relevant time. Company retains the right, at any time, to increase or decrease the rate of compensation specified and to add or delete available insurance products.
- (2) Broker will, when required by applicable laws, disclose to applicants or policy owners(s) the compensation paid by Company to Broker related to that applicant or policy owner. Broker is responsible for ascertaining whether such law is applicable in each circumstance.
- (3) Where applicable, commissions on table-rated extra premiums for a special class policy will be at the same rates as specified on the standard premiums for such policy, except for universal life insurance. There will be no commissions paid on the table-rated extra premium on universal life insurance policies. No commissions or fees will be paid on flat extra premiums for a special class policy.
- (4) Where applicable, commissions will not be paid on premiums for short-term life insurance or on interest on premiums.
- (5) If any policy lapses and is subsequently reinstated, commissions will be paid in accordance with the Company's commissions practices in effect at that time.

(6) When:

- (a) Any term insurance policy or rider is converted to another policy; or
- (b) Any new policy, in the judgment of the Company, replaces an existing policy, or replaces a policy that is lapsed, canceled, or surrendered in accordance with existing Company policy,

commissions will be paid pursuant to the thenestablished practices of the Company irrespective of the compensation schedule in effect at that time.

(7) Any compensation paid to Broker based on premium returned to the customer shall be forfeited and become a debt owed to the company by the Broker. This provision survives termination of the contract.

B. Forfeiture of All Compensation

The Broker shall forfeit all then-unpaid compensation and shall not earn, accrue or be entitled to any future compensation if s/he:

- (1) violates any of the applicable insurance laws, including but not limited to twisting and rebating;
- (2) induces policyholders of the Company to lapse or otherwise terminate their contracts with the Company (unless such termination is in the best interest of the client);
- (3) withholds or converts to his/her own use or for the benefit of others any funds belonging to the Company or belonging to the policy or contract owners or beneficiaries of the Company;
- (4) fails to submit any applications for policies or contracts;
- (5) fails to maintain appropriate state or federal insurance or securities licensure, or becomes subject to administrative action regarding licensure; or
- (6) fails to comply with any of this Contract's terms.This provision shall survive termination of this Contract.

4. Company Lien and Offset

The Company shall at all times have a lien on compensation due or to become due to the Broker or his estate to the extent of any indebtedness of the Broker to the Company whether arising under this Contract or otherwise. The Company may at any time offset against such compensation the amount of any such indebtedness. This provision shall survive termination of this Contract.

5. Termination

A. Automatic Termination

This Contract shall automatically terminate upon the occurrence of the following:

- (1) The death of the Broker;
- (2) The date of the signing of any subsequent contract between the Broker and the Company.

B. Voluntary Termination

- (1) The Company may immediately terminate the Contract if the Broker:
 - (a) withholds or converts to the use of Broker or others any funds belonging to the Company, its policy or contract holders or their beneficiaries;
 - (b) fails to timely submit any application for a policy or contract; or
 - (c) Fails to comply with any of this Contract's terms, duties or responsibilities.

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- (2) Either party may terminate this Contract at any time by giving ten business days advance written notice of such termination to the other.
- (3) Notice of termination shall be by effective when placed in the US Mail, postage prepaid to the last known business address of the party to whom notice is sent.

6. Assignment

No assignment of this Contract or any rights hereunder shall be binding on the Company without its written consent, and any such assignment shall be subject to the rights of the Company pursuant to this Contract. This provision shall survive termination of this Contract

7. General Provisions

A. Final Decision on Contracts Written

The Company may at its sole discretion reject or postpone any application or offer an insurance policy or contract of a different kind, date, amount or at a different premium rate.

B. Statement of Account

The Company will at reasonable intervals make available to the Broker a statement of Broker's compensation and amounts owed by Broker to Company, and the Broker shall submit any objection to such statement, including the basis of the objection, in writing to the Company within sixty days after the Company made the statement available to the Broker. Broker's failure to object to a statement within those sixty days will act as Broker's waiver of any and all objections to the statement. This provision shall survive termination of this Contract.

C. Trust Funds

All monies collected from customers by Broker shall constitute trust funds, separate and distinct from all other funds of the Broker, and shall not be subject to any commingling or use whatsoever by Broker. All such monies shall be remitted to the Company as prescribed in Section 2, Subsection C of this Contract. This provision shall survive termination of this Contract.

D. Forbearance

The forbearance or neglect of the Company (whether continuing or not) to insist upon the strict compliance by the Broker with any of the provisions of this Contract shall not be construed as a waiver of any of the Company's rights or privileges pursuant to this Contract. No waiver of any right or privilege of the Company rising from any default or failure of performance by the Broker shall affect the Company's rights or privileges in the event of a further default or failure of performance.

E. Patriot Act Compliance

Broker agrees to cooperate fully with the Company and do all things necessary and requested by Company to assist Company in its compliance efforts with the USA Patriot Act and the Bank Secrecy Act. Broker recognizes that such compliance requirements may change from time to time and agree to cooperate fully with the Company in its efforts to comply with those requirements. This provision shall survive termination of this Contract. Broker certifies and warrants that Broker undergoes anti-money laundering training at least once each calendar year.

F. Governing Law

This Contract shall be interpreted in accordance with the laws of the State of Indiana without regard to its choice of law provisions. This provision shall survive termination of this Contract.

G. Accuracy of Information

Broker represents and warrants to Company that, as of the Effective Date of this Contract, any information or documents provided to Company by Broker prior to the Effective Date, and the facts and other matters contained in such information or documents are true and accurate to the best of Broker's knowledge and belief.

H. Legal and Regulatory Proceedings

When any papers, complaints or demands are delivered or served upon Broker in connection with any legal or regulatory proceedings either by or against Company or involving any of Company's insurance or annuity products, Broker shall immediately notify Company's General Counsel at Company's Home Office by a telephone call. Broker must also transmit any such documents or papers by overnight delivery or facsimile within twenty-four hours after Broker receives them. This provision shall survive the termination of this Contract.

I. Accuracy of Information

Broker represents and warrants to Company that, as of the Effective Date of this Contract, any information or documents provided to Company by Broker prior to the Effective Date, and the facts and other matters contained in such information or documents are true and accurate to the best of Broker's knowledge and belief.

J. Arbitration

Any non-securities-related disputes between the Broker and the Company arising in any way out of this Agreement or are connected in any way to the activities conducted under this Agreement must be resolved through binding arbitration. Such arbitration will be conducted before a panel of three arbitrators in accordance with this Agreement, the Federal Arbitration Act, and the Commercial Rules of the American Arbitration Association (AAA). The panel members must be disinterested current or former executive officers of insurance companies each of which has at least ten years of experience in the insurance industry. The panel members may not be current or former directors, officers or employees of the parties to this Agreement or their respective affiliates or subsidiaries. Each party shall bear its own legal and related expenses and shall share the expenses of the arbitration

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panel. All arbitration hearings shall take place in Indianapolis, Indiana unless another location is agreed to by the parties.

However, any components of a dispute between the Broker and the Company that relate to the Company's securities products, if any, must be resolved through binding arbitration conducted in accordance with the FINRA Code of Arbitration Procedure for Industry Disputes. Disputes relating solely to non-securities insurance business activities will not be arbitrated under the Industry Code. For disputes involving both securities and non-securities issues, the securities issues will proceed to resolution under the FINRA Code prior to the conduct of the arbitration under the Commercial Rules of the AAA for the resolution of the remaining issues.

The arbitrators will have no power to award any punitive or exemplary damages. The arbitrators will have no power to ignore or vary the terms of this Agreement. The arbitrators must follow controlling law. The award of the arbitrators may be entered as a judgment in any court having proper jurisdiction.

This mandatory arbitration clause does not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

This provision shall survive termination of this Contract.

K. Entire Agreement

This Contract represents the entire agreement between the parties. Any modifications, amendments, or supplemental agreements of this Contract's terms shall not be binding unless reduced to writing and signed by the Broker and an officer of the Company.

Although Broker may engage in multiple relationships with Company and the affiliated companies, unless expressly stated otherwise, only one Broker Contract with the Company shall exist at any one time and the most current dated version will automatically replace any and all previous Broker Contracts or other contracts made by the Broker and the Company or affiliated companies.

However, this contract shall not operate to relieve Broker of any debt obligation Broker incurred during the term of any preceding contracts between Broker and Company or between Broker and Company affiliates.

L. Interpretation and Construction

The captions or headings to the various articles, sections, and paragraphs are inserted only as a matter of convenience and for reference and in no way define, or limit in any way, the scope of the provisions hereof. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders, as well as the neuter.

N WITNESS WHEREOF the parties have executed this Contract in duplicate as Broker	s of the effective date set forth below: Company	
Зу:	Effective Date:	(to be entered by Company)
Printed:	Ву:	
Title):	Printed:	
Date:	(Title):	
EIN or SSN:		
Recruiter or General Agent:		

FAX completed and signed Contract to 317-285-5242 or mail to: Licensing Services, PO Box 368, Indianapolis, IN 46206-0368.

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Authorization Agreement for Electronic Funds Transfer

American United Life Insurance Company® a OneAmerica® company One American Square P.O. Box 368 Indianapolis, IN 46206-0368 (317) 285-1877 Fax (317) 285-5241 Pioneer Mutual Life Insurance Co. A stock subsidiary of American United Mutual Insurance Holding Company a OneAmerica® company P.O. Box 368 Indianapolis, IN 46206-0368 (317) 285-1877 Fax (317) 285-5241 The State Life Insurance Company® a OneAmerica® company P.O. Box 406 Indianapolis, IN 46206 (317) 285-2300 Fax (317) 285-5242



Name			
E-mail Address			
Last 4 Digits of Producer's Social Security Number	Produc	cer Number	
Please indicate where you want the following check change your accounts one time per year):	ks deposited. (There is	a 3-5 day prenote period and you may	only
If you are an OneAmerica Securities, Inc. Register account, they must be paid to an individual account.	-	ommissions cannot be paid to a corpo	rate
Account 1 (please print)			
Type of account: Checking Savings (ca	heck one)		
Depository institution name			
City	State	Zip Code	
Transit/ABA Bank Number (9 digits)			
Account Number (up to 17 digits)			
Name(s) on account			
I hereby authorize American United Life Insurance Insurance Co. and/or OneAmerica Securities, Inc., account(s) in the Depository Institution(s) to accep	, hereinafter called the	e Company, to initiate credit entries to	
This authority is to remain in full force and effect un in such time and in such manner as to afford the Co it be effective with respect to entries processed by	ompany a reasonable o	opportunity to act on it and in no event s	
The undersigned hereby agree that all entries initiathe National Automated Clearing House Association		- ,	s of
(Agent/Broker Signature)	 (Date)		