# AGENT SIGN UP INSTRUCTIONS

Family1® TEXAS SERVICE LIFE

A person interested in signing up to become a Texas Service Life Insurance Company ("TSLIC") agent will need to:

## ADOPT-AN-AGENT

Sponsor Name: .....

Sponsor Agent Number: .....

MUST BE COMPLETED IN ORDER TO QUALIFY

1. **Submit the following Required Items:**

- ☐ Agent Agreement
- ☐ W-9
- ☐ Affidavit for current year (If applicable)
- ☐ **Photocopy of Driver's License, valid state-issued ID, or USA Passport**
- ☐ **Photocopy of Insurance License (If applicable)**
- ☐ Provide cell phone number and Email address
- ☐ Voided check or account verification for Direct Deposit Authorization (If applicable)

2. **Provide the following information:**

- ☐ Supervising Agent (Upline): ..... Agent #: .....
- ☐ Commission Level: .....
- ☐ How did you hear about Texas Service Life Insurance Company? .....
  .....

3. **Select a text message option:**

We will add you to our text messaging system. Please check your preference:

☐ Yes, I'd like to receive messages in English ☐ Si, me gustaria recibir mensajes en Español

☐ No, opt out

4. **Submit your application by one of the methods below:**

| Mail | Fax | Email |
|---|---|---|
| Texas Service Life Insurance Company | 512-263-7714 | agentservices@tslic.com |
| Attn: Agent Services Dept. | | |
| PO Box 341899 | | |
| Austin, TX 78734 | | |

**What happens next?**

You will receive a Welcome Letter with your TSLIC agent number, as well as instructions for logging in to our agent website for training materials, forms, etc.

Copies of your executed Agent Agreement and Commission Schedules will be mailed or emailed to you upon your request.

Upon receipt of your "First" new business application, please allow (7) days for commissions to be paid.

If you have any questions about this paperwork, please call us at 800-756-7306 or email agentservices@tslic.com and we will be happy to answer any questions you might have.

TEXAS SERVICE LIFE Family1®

# AGENT AGREEMENT

▶_____ ("Agent"), of_____, Texas, and **Texas Service Life Insurance Company**, Austin, Texas ("Company"), agree to the following contract and agreement ("Contract").

**I. PURPOSE OF CONTRACT:** Agent is hereby authorized to solicit applications for insurance in the Company, in accordance with applicable laws and regulations, and by rules set out, from time to time, by the Company, in the following territory(ies): **STATE OF TEXAS**

A) General Provision. The powers and authority of Agent are only those expressly provided under this Contract. Any and all such powers and authority shall continue only while this Contract is in effect. Company retains the right to cancel any agent's appointment with the Company at any time.

**II. OPERATING AUTHORITY:** Agent shall not:

1. Advertise or list agency in Company's name without prior approval.
2. Submit what agent knows is not a bona fide application for insurance.
3. Use advertising or sales material related to the sale of any of the Company's insurance or trust products unless approved by the Company.
4. Attempt to explain policy provisions in written correspondence.
5. Attempt to commit the Company to any definite liability on a claim.
6. Incur to Company any financial liability without its written approval in advance.
7. Attempt to disrupt other operations of the Company or to influence anyone to discontinue insurance coverage with the Company.
8. Waive, alter, amend, or discharge any policy or contract of the Company.
9. Waive forfeiture under any policy.
10. Extend time for the payment of any premiums due the Company.
11. Voluntarily accept service of process on behalf of the Company.
12. Make any payments on behalf of existing Policyholders or Applicants for coverage with the Company, including any first premium payment.

**III. TENURE OF CONTRACT:** This contract:

1. Does not cover any specific term.
2. May be terminated by the Company or Agent at any time with or without cause by the party desiring to terminate this contract giving the other party 24 hours notice of termination, which notice mailed to the Agent at his address shown herein or to his last known address shall be sufficient notice and shall be conclusively presumed to be received within 24 hours after same has been mailed.
3. Shall be automatically terminated by the death or physical or mental disability of the Agent.
4. Shall be automatically terminated should Agent's license or permit to sell insurance be cancelled, non-renewed or otherwise become invalid.

**IV. COMPENSATION:** As full compensation for services provided by Agent under this Contract and subject to the conditions hereinafter set forth, the Agent will be paid commission according to the following schedule(s) on premiums collected on in force policies at the rate in force for such policies during the continuance of this contract.

**Preneed:** If Applicable, Shown on Schedule 1A and 1B Attached, Subject to amendment at the sole discretion of Company
**Whole Life:** If Applicable, Shown on Schedule 2 (must request from Agent Services), Subject to amendment at the sole discretion of Company

The Company reserves the right to not issue or to rescind issuance of any policy form at any time. The Company shall not be liable for any loss suffered by the Agent as a result of the discontinuance of any particular policy or forms.

**V. HOW COMPENSATION PAYABLE:** (1) Agent shall promptly submit to the Company all completed applications, on which the full initial payments must be collected, along with the remittance in the manner prescribed by the Company before payment of initial commissions, which Agent shall surrender on any refund as prescribed by the Company. (2) Deferred and Renewal Commissions, if any, shall be paid only by Monthly Statement from the Company. Any such statement shall be accepted by agent, or beneficiary, as correct unless the Company is notified of any error within 15 days after it is delivered to, or mailed to the last known address of such person.

**VI. PAYMENT OF COMMISSIONS/TERMINATION:** In the event of the termination of this contract at any time after its effective date in any manner except on account of any (1) intentional misappropriation of funds by the Agent, (2) termination of an applicable insurance license, (3) willful misrepresentation by the Agent of any material fact pertaining to the Company or any contract of insurance issued by it, (4) violation of the terms of this Contract, (5) commission of fraud, (6) violation of any insurance-related law, (7) failure to pay the Company any monies owed to the Company, or (8) inducement by the Agent of any employee or agent of the Company to leave the Company, the Agent shall continue to receive any commissions due on policies written under this contract and issued prior to the date of the Agent's termination, provided that the payment of said commissions to the Agent is permissible under law, unless such commissions in any calendar year amount to less than $150.00, in which case no further renewal commissions shall be payable. On policies written by the agent but issued after the date of Agent termination the entire commission will be placed in reserve and be subject to the terms conditions of the Schedule of Commissions attached to and made a part of this Contract. Agents must return all Marketing materials, supplies and equipment provided by Texas Service Life Insurance Company within 30 days after the effective date of termination. If an agent fails to return these items one hundred dollars ($100) will be withheld from the agent's reserve account until all items are received. All Marketing materials, supplies and equipment must be returned to:

**Texas Service Life Insurance Company ▪ ATTN: Agent Services Department ▪ PO Box 341899 ▪ Austin TX 78734**

**VII. ADDITIONAL PROVISIONS:**

A) Independent Contractor. Agent's relationship to the Company shall be as an independent contractor. No relationship of employer and employee is created by this contract.

B) Work Authorization. An Agent submitting an Individual Tax Identification Number (ITIN) must comply with the Department of Homeland Security by submitting proper employment verification documents.

C) Entire Contract. This Contract and the Commission Schedule(s) attached here to as changed from time-to-time by the company at its sole discretion contain the entire understanding between the parties and supersede all prior and current contracts and agreements there between, whether written or oral. No modification of any provision of this Contract other than changes to the commission schedule(s) shall be effective unless endorsed in writing and signed by Agent and the President or a Vice President of the Company.

D) Prior Contracts. Notwithstanding the provisions of Paragraph VII (B) above, no provision of this Contract shall be deemed to abrogate or render void any provision of any written agreement executed by the parties hereto prior to the Effective Date of this Contract relating to the form and amount of commissions with respect to policies issued by Company prior to such Effective Date.

E) Waiver. The forbearance, neglect or delay of either party to strictly enforce any provision of this Contract shall not at any time operate as a waiver or estoppel of any right of the parties under this Contract regardless of the similarity of the circumstances.

F) Taxes. Agent specifically recognizes its responsibility for payment of any applicable taxes levied by Federal, State or local authorities as a result of compensation arising hereunder.

G) Situs. This Contract is made in Austin, Travis County, Texas. The parties agree that any action at law or in equity hereunder shall be brought in Travis County, Texas, and that the laws of the State of Texas shall govern any dispute arising hereunder. If Agent should move its offices it will notify the Company of such relocation.

H) Headings. The headings of this Contract are for the purpose of convenience only and shall not limit or broaden the provisions thereunder which shall control.

I) Remedies. All rights and remedies under this Contract which are afforded at law or in equity shall be cumulative and not alternative.

J) Attorney's Fees. Agent shall pay to Company any and all expenses and costs, including reasonable legal expenses and attorneys' fees, incurred or paid by Company in enforcing its rights hereunder.

K) Notice. Any and all notices required under this Contract shall be in writing and addressed to the parties at the addresses set forth below:

COMPANY: **Texas Service Life Insurance Company** AGENT: **As shown with signature on page 4**
**P.O. Box 341899 ▪ Austin, Texas 78734**

If either party desires to change the location at which notice is to be forwarded, said party shall notify the other party in writing of said change of location. If a party is authorized or required to perform some act within a specified period of time and said act is triggered by written notice required in this Contract, the period of time shall not commence to run until the party who is entitled to receive said notice has actually received said notice. If the party sends a certified mail, return receipt requested, to the other party at the address set forth above or as otherwise specified by said party, it shall be presumed that the notice has been received within three days of mailing of notice by certified mail.

L) Privacy. Agent agrees that any nonpublic personal information on any customer or consumer of the Company is provided for the sole purpose of performing routine and essential transactions at the request of the Company. Agent further agrees that said information is considered confidential and will not be disclosed to any other person or entity without the express advance written consent of the Company.

M) It is the policy of Texas Service Life Insurance Company for any agent representing or selling a combination of our insurance products to assess the need of the client and to discuss the advantages and disadvantages of each product with the client, thereby allowing the client to make the decision that is right for them. This is IMPORTANT because the Company wants to prevent potential unfair discrimination between clients. By signing on page 4, Agent accepts the above policy and agrees to abide by its requirements.

N) Agent acknowledges the importance in complying with any and all State and Federal laws pertaining to telemarketing and agrees that it is Agent's responsibility to comply with these laws. Agent further agrees to notify the Company in writing of Agent's telemarketing policies and procedures and holds the Company harmless from any and all penalties, fines or other damages that may result from the Agent's telemarketing.

O) Agent understands that he/she will be in the position of recruiting, training, and managing certain sub-agents to sell, market and distribute the products of Company. It is further understood that Agent will be receiving certain override commissions from Company on business written by said sub-agents. Agent hereby agrees that it is financially liable to the Company for any chargebacks of commissions owed by any sub-agents for any business written during the period in which Agent received an override commission on business written by the sub-agent. Agent agrees to make restitution in U.S. currency to Company within fifteen (15) days from the date that Company provides notice to Agent of any amounts due under this section.

P) Except as provided in the second sentence of this paragraph, all agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein. Specifically with reference to the Agent's covenants in Article VIII, paragraphs A and B, should a court of competent jurisdiction determine that any such covenant is overbroad or unenforceable, the parties agree that such court can and should revise such covenant to provide the maximum extent enforceable in favor of the Company, and shall enforce such covenant as so revised.

Q) **CONTESTABLE PERIOD ACKNOWLEDGEMENT.** It is important to know that a preneed life insurance policy has a contestable period of TWO (2) YEARS from the date of the issuance. This means that if a person dies and a claim occurs within the first two years of the policy issue date, any false or misleading information contained on the application is grounds for the denial of a claim. By signing on page 4, Agent acknowledges that he/she clearly understands these policy terms and Texas Laws and will explain the terms and laws to every insurance applicant, with Texas Service Life Insurance Company, at the time insurance is applied for.

R) **APPOINTMENT FEE.** By signing on page 4, Agent authorizes Company to deduct a one-time-only fee of $15.00 from Agent's first commission check to pay for appointment by Company with the Texas Department of Insurance.

S) **MARKETING APPROPRIATE PRODUCTS.** I understand, agree and accept that I am required to ask all of the health questions and record all of the other information as required on company Preneed Contract and Insurance Application Materials. I further agree to abide by Company underwriting guidelines and to match the Company's most appropriate products and plans with the customer's needs and health conditions at all times. I understand that any violation of these requirements can result in my immediate termination as an Agent for the Company.

T) **PAYMENT OF AGENT COMMISSIONS IN THE EVENT OF DEATH OF THE AGENT.** Should the termination of this contract be by the death of the Agent, Agent desires that the following named person, if living, otherwise the Executors or Administrators of the Agent's estate, shall continue to receive commissions thereafter as provided above, provided that the payment of said commissions to designated parties other than the Agent is permissible under law.

*▶**Named Person** *(CANNOT BE SELF)*: _____

U) **HOLD HARMLESS AND IDEMNIFICATION.** Agent agrees to Indemnify and Hold Harmless Company from any and all claims, civil actions, criminal actions, regulatory actions, judgments, demands, liabilities, and associated attorneys' costs and fees, arising from or related to Agent's activities under this Contract. The Company shall be entitled, at its reasonable discretion, to settle and/or remediate, any such claims, actions or judgments prior to suit, action or judgment and in such event Agent shall Indemnify and Hold Harmless Company for any such claims paid, or remedial actions taken, including Company's reasonable attorney's fees incurred. This Hold Harmless agreement shall encompass claims, actions or judgments resulting from activities of any independent contractors associated with or providing services to the Agent.

V) * **AGENT AFFIDAVIT REGARDING BALANCES:**

▶ Agent WARRANTS that the following is true and complete (you **MUST** check **ONE** of these three boxes):

☐ I have never owed any insurance company any monies or agent's balances.

☐ I have repaid any outstanding Agent balances owed to any insurance company(ies) and do not currently owe monies to any insurance company arising out of my representation of the insurance company or its products or services.

☐ I currently owe outstanding Agent balances to insurance company(ies), as described as follows: _____

_____

W) ***AGENT WARRANTS THAT THE FOLLOWING RESPONSES APPLY TO AGENT AND ARE TRUE AND CORRECT:**

▶1. Have you ever had an insurance license revoked or suspended? ☐ **Yes** ☐ **No**

▶2. Have you ever been charged or convicted of a crime? ☐ **Yes** ☐ **No**

▶3. Have you done business/Held a license under another name? ☐ **Yes** ☐ **No**

▶4. Have you ever been involuntarily terminated or permitted to resign from an Insurance Company position, including acting as a sales agent for the company? ☐ **Yes** ☐ **No**

▶5. Have you or any business in which you are or were an owner, partner, member, officer or director EVER filed bankruptcy? ☐ **Yes** ☐ **No**

▶List other Insurance Companies where you have worked as an Agent:

| Company Name | From-To-Dates | Type of Insurance Sold |
|---|---|---|
| | | |
| | | |

X) **DAILY COMMISSIONS AUTHORIZATION.** Check YES in the box below if you would like to receive commission payments on a daily basis. If you check NO you will be paid on a weekly basis, in which case, monies should be in your account by Thursday following the commission processing on Tuesday of each week.

I understand that to receive daily commissions I must have a direct deposit account without any liens on my earnings (child support, IRS, etc) and my account with the Company must be in good standing.

*▶PLEASE CHECK HERE: ☐ YES ☐ NO - *If selection NO, you will automatically be put on weekly commission payout.*

***I understand that the Company has the absolute right, at its sole discretion, to switch my daily commission payments to a weekly basis if my reserve account becomes negative and/or 15% or more of my active policies are past due.***

Y) **TEXAS SERVICE LIFE INSURANCE COMPANY AUTOMATIC DEPOSIT AUTHORIZATION.** Complete this section ONLY if you wish to have your commissions paid directly into your bank account.

I hereby authorize the Company to initiate credit entries and to initiate, if necessary, debit entries and adjustments for credit entries in error to my account indicated below at the depository named below to credit and/or debit same to such account.

▶**REQUIRED- Please check appropriate box:** ☐ **Checking** ☐ **Savings** ▶**Voided check must be included to verify account**

▶ _____ ▶ _____ ▶ _____ ▶ _____

**Depository Bank Name** **City** **State** **Zip**

▶ _____ ▶ _____ ▶ _____

**Account Holder Name** (please print) **Routing Number** **Account Number**

This authority is to remain in full force and effect until the Company has received written notification from me of its termination in such time and in such manner as to afford a reasonable opportunity to act on it.

***Fields must be filled out**

**VIII. AGENT'S COVENANTS TO PROTECT THE COMPANY'S FUTURE BUSINESS:** The Company hereby agrees to provide the Agent Confidential Information (as defined below) on an ongoing basis in the normal course of business and in consideration for the receipt of such Confidential Information (as defined below), the Agent hereby covenants and agrees as follows:

A) No Solicitation of Company Personnel. While this contract is in effect and for a period of twenty-four (24) months after termination of this contract, Agent shall not solicit or in any way (directly or indirectly) cause, induce or attempt to influence any employee or agent of the Company or its insurance-related affiliates to leave the Company, terminate its contract with Company, or to become hired or appointed by another company that is in the same business as the Company.

No Raiding of Company's Clients. The parties agree that the Agent shall receive confidential, non-public information ("Confidential Information") during the course of Agent's relationship with the Company. Such Confidential Information is not available to the general public, has economic value to the Company and to others in the insurance brokerage business, and is subject to reasonable efforts by the Company to maintain its confidentiality. This Confidential Information includes (1) information about the identities, preneed funeral contract marketing strategies, materials and techniques, insurance needs, policy terms and expiration dates, and insurance purchasing strategies of the Company's existing and potential customers, including policyholders and funeral establishments, and (2) confidential information about the Company's preneed funeral markets, preneed funeral programs and plans, insurance markets, pricing strategies, general marketing plans, and specific customer marketing strategies, and (3) any information about the Company's digital processes, including but not limited to: agent portals, new business processing, rate calculators, claims processing, web-based processes, social media usage, digital apps for smart devices and any other process by which digital technologies are employed by the Company in its business practices. The Agent acknowledges that the Company has a legitimate business interest in preventing the Agent from using the Confidential Information acquired, and business contacts and rapport established while this Contract is in effect, in order to take with the Agent clients, including policyholders or funeral establishments ("Clients") who are clients of either the Company or its insurance-related affiliates while this Contract is in effect. Therefore, at no time while this Contract is in effect or for twenty-four (24) months after termination of this Contract will the Agent directly or indirectly solicit, quote, write, or accept the business of any Client with whom the Agent had business contacts while this Contract was in effect, with respect to securing, procuring, recording or servicing insurance or funeral home accounts in competition with the Company. The foregoing restriction shall apply to activities of the Agent conducted within the State of Texas.

B) Confidentiality. The Agent shall not, at any time or in any manner, either directly or indirectly, except at the written direction of the Company, divulge, disclose, or communicate to any person, firm, corporation, or any entity in any manner whatsoever: (1) any Confidential Information; (2) the identity of the clients of the Company, including policyholders or funeral homes, or its insurance related affiliates; (3) the renewal or expiration dates of such clients' policies; or (4) the identity of their issuing markets. The parties stipulate that as between them the same are important, material, and confidential and greatly affect the successful effective conduct of the business of the Company and the Company's goodwill. In the normal course of business, the Company shall deliver and divulge to Agent all or a significant portion of its important, material and confidential information. Agent hereby acknowledges and affirms that Agent shall receive such information in the discharge of Agent's duties under this Contract.

C) Company Property. The Agent agrees that all information and documents used in connection with the Company's business are the exclusive property of the Company and shall remain in the Company's possession on its premises. Under no circumstances shall any such Company information or documents be removed from the Company's premises before or after the termination of this Contract without the express written consent of the Company.

D) Termination. All of the provisions of this Article VIII shall remain in force and effect after the date of the termination of this Contract, regardless of who initiated the termination and whether or not the termination was for cause.

E) **Pre-existing Covenants. Agent represents that Agent is not subject to the terms of any employment agreement with any other person, and that Agent is not subject to a covenant not to compete or non-piracy agreement with any other person, except as may be described as follows: ▶ ◯ NONE OR ◯ EXPLAIN:**

_____

F) Enforcement. Agent understands and agrees that money damages would not be a sufficient remedy for any breach of the provisions of this Article VIII by Agent and that the Company shall be entitled to specific performance and injunctive relief as remedies for any such breach as well as such further relief, at law or at equity, as may be granted by a court of competent jurisdiction. Such remedies shall not be deemed the exclusive remedies for breach of this Contract, but shall be in addition to all other remedies available to the Company at law or at equity.

G) Review of this Section VIII. The Agent represents that Agent has read the provisions contained in this Section VIII carefully, has had full opportunity to consult with an attorney, and determined that this Section VIII contains reasonable limitations as to time, geographical area, and scope of activities to be restrained.

By signing below, Agent hereby affirms that the information provided above is true, complete and correct. Agent understands that in conjunction with Agent's desire to be a sales representative for the Company, that the Company intends to conduct an investigation of Agent and the Company intends to use the results of the investigation as a factor in determining whether or not Agent may be its sales representative. Agent authorizes all agencies, bureaus, information service organizations, individuals, corporations, partnerships, companies, employers, law enforcement agencies, and the military services to release all written and verbal knowledge or information about Agent to the Company, or to any service it may hire to conduct an investigation of Agent. Agent releases them from any liability associated with the release of the information. This authorization shall remain in effect until rescinded in writing to the Company, by certified mail, by Agent. A photocopy or facsimile of this authorization shall be valid as the original.

*▶ _____ **Agent Name** (Last, First, Middle)

*▶ _____ ◯ **SSN** ◯ **ITIN** (check one)

*▶ _____ **Date of Birth**

*▶ _____ **Mailing Address** **Apt./Suite**

*▶ _____ **City**

*▶ _____ **State**

*▶ _____ **Zip Code**

*▶ _____ **Cell Phone Number**

*▶ _____ **Alternate Phone Number**

*▶ _____ **Email Address**

*▶ _____ **TX Dept. of Ins. License #**

◯ **Life, Accident & Health** ◯ **Life (only) Agent** ◯ **Life ≤$ 25k** ◯ **Preneed** ◯ **None**

**TX Dept. of Ins. License Type** (check appropriate boxes above)

*▶ _____ **Signature of Agent/Applicant**

*▶ _____ **Date Signed**

_____ **Signature of Agent Services Representative (OFFICE USE ONLY)**

_____ **Date Signed (OFFICE USE ONLY)**

***Fields must be filled out**

## SCHEDULE 1B: PRENEED and LIMITED PAY (NON-PRENEED) LIFE COMMISSION SCHEDULE

**AGENT NAME:** _____ **Agent #** _____ **Date:** _____

**COMMISSIONS are ADVANCED as follows: The Commission advance percentages paid to Agent are indicated below. The net commission due agent is calculated by the applicable commission by the Advance Percentage. (% of Commissions not advanced to Agent go into the Agent's Reserve Account)**

**NOTE: DO NOT FILL IN ADVANCES BELOW. TO BE COMPLETED BY TEXAS SERVICE LIFE.**

| BANK DRAFT: | | | DIRECT BILL: | | |
|---|---|---|---|---|---|
| SGL | PAY: | 100 % | SGL | PAY: | 100 % |
| 3 | PAY: | _____ % | 3 | PAY: | _____ % |
| 5 | PAY: | _____ % | 5 | PAY: | _____ % |
| 7 | PAY: | _____ % | 7 | PAY: | _____ % |
| 10 | PAY: | _____ % | 10 | PAY: | _____ % |

***IMPORTANT**: THE COMPANY RESERVES THE RIGHT TO PAY A REDUCED ADVANCE SCHEDULE ON CONTRACTS WRITTEN ON RELATIVES OF THE AGENT, OTHER AGENTS, SIGNIFICANT OTHERS, MINORS, OR ANY OTHER PERSONS WHO, AT THE SOLE DISCRETION OF THE COMPANY, MIGHT BE CONSIDERED TO HAVE A GREATER THAN NORMAL RISK OF LAPSING.*

**RESERVE ACCOUNT (Applies to PreNeed and Limited Pay (Non-Preneed) Life Commissions Only):**
A Reserve Account will be set up for the agent by the Company. The agent will contribute a % of each commission, equal to 1.0 minus the advance percentage shown on the SCHEDULE OF PAYMENT OF COMMISSIONS, earned pursuant to the Field Agent Contract with the Company to fund the reserve account. The reserve account will be debited for any commission chargebacks, agent debts to the Company or miscellaneous expenses of the Company for which it is due reimbursement from the agent.

(1) Once the Reserve Account reaches a level of $ 25,000* (Standard Maximum Reserve) then the Agent will begin receiving advances at the rate of 100 % until the time that the Reserve Account falls below the Maximum Reserve, at which time the advance percentages will revert to those shown in the Advance Schedule above.

(2) Should either of the following occur: (1) termination of appointment of the agent by the Company, or (2) termination of the Agent Contract between agent and the Company, the reserve account may be held by the Company for a period of up to twenty four (24) months from the date of termination of (1) or (2), above, whichever date is later. Once the (24) month period has expired, the Company will pay the former agent the remaining reserve account balance upon receipt of written request for payment by the agent to the Company.

(3) Transactions that may affect reserve balance include but are not limited to: chargebacks, early payoff of a policy, changing terms of a policy, policy rewrites, and death claims.

**PRENEED COMMISSION CHARGEBACKS (Applies to PreNeed and Limited Pay (Non-Preneed) Life Commissions Only):**
(1) Commissions are not earned on policies that are returned to the Company and voided.
(2) The Company will recover from the agent 100% of any commissions paid to the agent on a policy if, within the first 12 months of the policy period, the policy is:
  (a) lapsed for nonpayment of premium due; or
  (b) surrendered for the cash value; or
  (c) paid by reason of death other than by accidental death of the insured. The determination of accidental death will be made by the Company. For the purposes of this agreement, accidental death is defined to be any death that occurs within 90 days of an accident and results directly from accidental bodily injury.
(3) Additional transactions that may affect chargeback balance include but are not limited to: early payoff of a policy, changing terms of a policy, and policy rewrites.
(4) Should agent be terminated by the Company any chargeback that occurs following the termination date may be subtracted from the reserve balance of the agent by the Company at any time.
(5) As determined by the Company at its sole discretion, chargebacks will be subtracted from (1) any commissions due and payable to the Agent, (2) the Agent's Reserve Account, and/or (3) any deferred commissions due Agent.

By signing Agent Agreement, Agent agrees that he/she will immediately repay to Company any and all chargeback balances due Company whether or not Agent is terminated or continues to be appointed by the Company.

**NON-PAYMENT OF COMMISSIONS:**
No commissions will be paid, on a given policy that are remaining due at the time the policy is:
(a) lapsed for nonpayment of premium due; or
(b) surrendered for the cash value; or
(c) paid by reason of death other than by accidental death of the insured. The determination of accidental death will be made by Company. For the purposes of this agreement, accidental death is defined to be any death that occurs within 90 days of an accident and results directly from accidental bodily injury.

**COMPANY RIGHTS IN THE EVENT OF TERMINATION OF FIELD AGENT CONTRACT:**
In the event that this Field Agent Contract is terminated for any reason, the company shall have the right to withhold the payment of any commissions due Agent for a period of two (2) years from the date of termination in order to offset chargebacks due the Company on policies written by the Agent.
In addition, the Company shall have the right to subtract from the Reserve Account, commissions or any other monies due Agent under this contract any and all reasonable charges for any Contract Folders, Preneed Funeral Contract forms and individual Insurance Application forms, and ONE HUNDRED DOLLARS ($100.00) for each Sales Portfolio/Kit not returned to the Company within ten (10) days of the date the Field Agent Contract is terminated.

**ACCUMULATION OF COMMISSIONS:**
Commissions will be accumulated by the Company and will not be paid to Agent until the balance owed by Company to Agent equals or exceeds the amount of $25.00.

**NOTE: The Company reserves the right to change the commissions, advances, maximum reserve, and any other terms or conditions of this COMMISSION SCHEDULE by Amendment in writing at any time without prior notice to the AGENT.**

**The maximum reserve level is subject to change based on the agent's volume of business and individual persistency.*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

**Print or type.**
See **Specific Instructions** on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

☐☐☐ – ☐☐ – ☐☐☐☐

**or**

**Employer identification number**

☐☐ – ☐☐☐☐☐☐☐

## Part II Certification

Under penalties of perjury, I certify that:

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

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

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

# General Instructions

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

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

## Purpose of Form

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

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

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

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

# Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

**Access to Debit-Check Information:** You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

## AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

**BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):**

(A) _____ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) _____ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) _____ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) _____ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) _____ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Agent/Agency Printed Name: _____

Signature: _____ Date:_____

**FOR COMPANY USE ONLY**

**AGREED AND ACKNOWLEDGED BY COMPANY:**

Name of Company: Texas Service Life Insurance Company

Signature: _____

Name and Title: _____

# AGENT AFFIDAVIT 2021

Family1® TEXAS SERVICE LIFE

In accordance with the provisions of the Texas Insurance Code, Title 13, Subtitle B, Chapter 4054, Subchapter E, Section 4054.201, you are not required to obtain an insurance license if you (1) only write life insurance policies under face amounts of $25,000 and if you (2) wrote less than a total of $20,000 in direct premiums in the preceding calendar year. As an affidavit agent, you are still subject to regulatory actions and penalties for non-compliance. If you understand, please certify as set out below. **THEREFORE I CERTIFY THAT**:

I am not currently licensed and have not, **in this calendar year**, written policies that generated $20,000 or more in direct premiums.

I have not sold life insurance products for another company or companies, that when combined with direct premiums sold through Texas Service Life Insurance Company, would add up to more than $20,000.

Under this affidavit with TSLIC, I will only sell policies with face amounts less than $25,000.

I understand that it is my responsibility to be familiar with the statutes, rules and regulations of the Texas Insurance Code and Texas Administrative Code.

I understand that it is my responsibility to request or download the latest Company Agent Manual and to review the Company standards in it.

As an affidavit agent of Texas Service Life Insurance Company, I will adhere to all applicable State statutes, rules and regulations and with all Company standards.

Agent Printed Name: .....

Agent Address: .....

Agent Telephone: .....

Agent Email: .....

.....

**Agent Signature**

.....

**Agent Number**

.....

**DATE SIGNED**