

# Commission Agreement

Ameritas Life Insurance Corp., Group Division



Insurance Representative: \_\_\_\_\_

This Agreement is between the above named individual, herein called the **Group Insurance Representative**, and **Ameritas Life Insurance Corp.** As used in this Agreement, the words "you" and "your" refer to **Group Insurance Representative**. The words "Company," "we," "our" and "us" refer to **Ameritas Life Insurance Corp.**

- 1. Appointment.** Duties and Compensation shall be applicable only so long as you remain properly licensed, are properly appointed by Company, and this Agreement is in effect.
- 2. Duties.** Subject to the terms of this Agreement, and to you being properly credentialed and appointed by Company as our Group Insurance Representative, you may: (a) solicit applications for all group insurance products and collect and promptly send us the first premium on those applications you solicit (b) render services to policyholders, and (c) if it is in the best interest of policyholder to do so, to exert your influence to keep all group policies in force with us.
- 3. Compensation.** Subject to the terms and conditions of this Agreement, and to you being properly credentialed and appointed by Company, a commission pursuant to the Schedule of Commissions attached hereto as Attachment A, shall be paid to you. **Except as otherwise agreed in writing by you and us**, the commission scale stated in Attachment A shall apply separately to each group policyholder for whom you are the agent of record, without regard as to the lines of coverage, e.g., dental, vision, etc., underwritten by us, except that this Agreement will not apply to any policyholder, or unit employer, insured under one of our Multiple Employer Trust policies.

On each separate group policyholder's annual anniversary the scale will revert to Step 1 and continue through the succeeding steps until the next anniversary, at which time Step 1 will again apply.

The commission will be paid to you so long as you at the time the premium is received by us: (a) are continuously and actively engaged as an Agent or Broker in the insurance business, (b) are recognized by the policyholder as the Agent or Broker of Record and the commission schedule stated in Attachment A was quoted and sold with the related policy, (c) are satisfactorily performing all of the servicing functions which are assigned by us, (d) continue to be assigned by us to the policyholder as Servicing Agent or Broker, and (e) have in force this Group Commission Agreement. Without limiting the foregoing, should you provide us with an Agent or Broker of Record letter from a policyholder within the scope of this Agreement that is more than six (6) months old, we will pay you for up to six (6) months worth of back commissions in connection with such policyholder provided that during this time period for which payment is being made, you have satisfied all of the rest of the conditions and requirements set forth in this Agreement necessary to receive commission.

Commission adjustments will be made at the end of each premium paying period. If the original premium for any premium paying period has been increased by net adjustments during said period, additional commission will be allowed upon the net increase; if it has been decreased, a refund of commission must be made by you.

Any indebtedness by you to us or any of our subsidiaries shall be a first lien against any commissions due you under this Agreement and such commissions shall be applied to liquidate such indebtedness.

The percentage of the scale applicable to you for each separate group policyholder will be 100% unless written instructions are received that, for any specific policyholder, the percentage is to be other than 100%. Such pro-rata percentage will be applied to the commission scale for the life of that policy unless and until that policyholder shall designate in writing a different percentage.

This Agreement does not apply to any Claims Service Only agreements. Should any policyholder covered by this Agreement.

- 4. Limits of Authority.** You do not have the authority to, nor shall you represent yourself as having such authority to, nor shall you perform the following acts: (a) collect premiums except for the initial premium, (b) enter into, alter or discharge policies, (c) incur any indebtedness or liability to us; (d) waive forfeitures, (e) waive or extend the time for payment of any premium, (f) withhold any of our monies or property, (g) rebate commissions, (h) commingle our funds, including gross premiums on business produced by you, with any other funds, (i) guarantee benefits other than those specifically stated in our policies, (j) authorize premium payments other than cash or cash equivalents, or (k) fix or change premium rates as established by us.
- 5. Conduct and Relationship.** You agree to be governed by this Agreement and to observe and comply with any rules and regulations now in effect or later promulgated by us, as well as those issued by state insurance departments in those states in which you are licensed.

6. **Refunds, Repayment and Deductions.** You acknowledge as a debt and agree to repay on demand any compensation paid to you on premiums we have refunded. You also agree to repay on demand any disbursements we make for any claims against you and any costs or attorneys fees we incur associated with those claims as a result of transactions arising out of this Agreement.
7. **Termination.** This Agreement may be terminated by you or us at any time, with or without cause, upon thirty (30) days written notice mailed to the other's last known address. Upon termination of this Agreement, our obligation to pay you any commission hereunder shall cease.
8. **Forfeiture.** Notwithstanding any other provisions of this Agreement, all of your rights under this Agreement, including the right to any further payment of commissions or other compensation, either during or after the termination of this Agreement, shall immediately cease if any of the following occur at any time: (a) you engage in any act of fraud, misconduct, or misrepresentation, (b) you knowingly breach the terms of this Agreement, or (c) you violate any insurance or other laws or regulations.
9. **Licenses.** You will be responsible to secure and provide to us adequate proof of any licenses or other documentation as may be required by us or the states where you are authorized to solicit insurance.
10. **Amendments, Modifications, Assignments.** No modification or amendment to, or assignment of, this Agreement, or any rights acquired thereby, by you will be valid without our prior written consent.
11. **Legal Situs and Forum for Suit.** This Agreement shall be construed to be in accordance with the laws of the State of Nebraska. Any and all suits for the construction, interpretation, validity or enforcement of this Agreement shall be instituted and maintained in any court of competent jurisdiction in Lancaster County, State of Nebraska.
12. **Execution of Agreement.** The effective date of this Agreement is           , **20**          , or, if later, the date that you are properly credentialed and appointed with Company.

By: Karen M. Gustin  
 Karen M. Gustin  
 Executive Vice President – Group Division  
 October 11, 2017

By: \_\_\_\_\_  
 Group Insurance Producer / Date

**ATTACHMENT A**  
**SCHEDULE OF**  
**COMMISSIONS**

**PRIMESTAR INDIVIDUAL**

<b>Dental</b>	..... 25% Level on Paid Premium, 1 <sup>st</sup> Policy Year
	..... 2% Level on Paid Premium, 2+ Policy Years
<b>Vision</b>	..... 25% Level on Paid Premium, 1 <sup>st</sup> Policy Year
	..... 2% Level on Paid Premium, 2+ Policy Years