

AMERICAN PIONEER

Senior Health Division

LICENSING CHECK LIST

- Complete all information on the Contract Application sheet Form LM-098 (Rev. 10/97)
Leave no area blank.
- Read "Market Conduct" manual. Sign "Agent Acknowledgment Form".
Please keep manual for future reference on Advertising Procedures.
- Please sign both Sales Contracts on the line over "**Managing Sales Representative**".
Note: Partnership and Corporate contracts need to be signed by the principal stockholders or partners. See "**Guarantee by Officers or Partners**". Sign that section and title as well.
- Do **not** fill in the blanks on the inside of the contract. "**This section is for home office use only.**" Once executed by home office you will receive a copy of the contract. **Be sure you return both.**
- ENCLOSE A CHECK PAYABLE TO AMERICAN PIONEER LIFE FOR THE APPROPRIATE STATE LICENSE FEE INCLUDING YOUR NON-RESIDENT STATES.
RESIDENT LICENSE FEE WILL BE REFUNDED. CREDIT WILL APPEAR ON YOUR MONTH-END STATEMENT 60 DAYS FROM ISSUE DATE OF FIRST POLICY.
- Complete the appropriate state license form for resident and non-resident licenses.
GEORGIA AGENTS - State Form Required.
"Letter of Certification" for states requiring this form.
- Enclose a copy of your resident and non-resident state licenses in which you want to be appointed.
- Electronic transfer available. Contact your Marketing Representative for further details.**
- Please include your E-mail address. This will allow us to keep you updated on changes in programs and rates, or in the industry itself. You will also be able to E-mail questions and service requests so we may provide answers while you service your clients. You can then spend more time on the road.

Please return to:

David A. Crotts & Associates, Inc.
422 Montague Avenue, Suite #7
Greenwood, SC 29649
800-803-7873
864-223-8788
864-229-7392 (Fax)

American Pioneer Life Insurance Company

411 N Baylen Street, Pensacola, FL 32501

Appointment Application

Personal Name of Applicant: _____ Social Security No.: _____
Company Name: _____ Federal Tax No.: _____
Insurance License No.: _____ Date: _____ Birth Date: _____
Driver's License No: _____ State: _____ County: _____

Is this appointment to be executed as

Individual/Sole Proprietor

Partnership

Corporation

Name appointment is to be in: _____

Mailing Address _____ City, State, Zip _____

UPS Street Address _____ City, State, Zip _____

Residence Address _____ City, State, Zip _____

Phone Res. (_____) _____ Bus. (_____) _____ FAX _____

Spouse Name _____ Names of children _____

Beneficiary on contract _____ Relationship _____

Employment History*

(Past 10 Years)

From Mo/Yr	To Mo/Yr	Employer	Address	Position Held	Monthly Income

* If self-employed in insurance for the past ten years, please state so and give insurance experience below.

Insurance Experience

Companies you currently represent	Year	Volume	Companies you currently represent	Year	Volume

References

Name	Address	Phone	Years Known

Background Information

Education: H.S. College Degree No. of Years _____ Major _____
Professional Designation: LUTC CLU FLMI Other _____
Recognition MDRT NQA Years _____
Is there any indebtedness to any insurance company? Yes No
If yes, give name of company, amount and repayment agreement: _____
Amount of Life Insurance you own: \$ _____ No. of policies _____ Cash Value _____
Have you been convicted of a felony in the last ten years or a misdemeanor other than a traffic offense in the last five years?
 Yes No If Yes, Explain _____
Have you ever filed for bankruptcy? Yes No If Yes, Explain _____
Have you ever been refused a bond? Yes No If Yes, Explain _____
Are any judgements, leins or suits pending against you? Yes No If Yes, Explain _____
Have you ever had your insurance license suspended or revoked? Yes No
If Yes, Explain _____
Have you been fined or had disciplinary action taken against you with any Department of Insurance? Yes No
If Yes, Explain _____
Do you have Errors & Omissions insurance? Yes No
If Yes, Policy # _____ Company _____

In making this application to represent American Pioneer Life Insurance Company, it is understood that an investigative report may be made whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors or others with whom you are acquainted. A credit report, insurance department records and criminal records may also be checked. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation.

I declare that this application presents, to the best of my knowledge, an accurate statement of facts, and I give my authorization to the Company to conduct an investigation of these facts as it may deem advisable.

Applicant (Agent) Signature

Date

Special Information To Be Completed By Recruiter:

General characteristics, market, etc. _____

Annualization: Give details regarding need _____

Special Comments _____

Appointed by _____ () Date _____
Recruiter Signature Agent number

Appointed by _____ () Date _____
Managing Sales Representative Signature Agent number

Home Office Approved by _____ Date _____
Officer's Signature

Commission Schedule _____



**Managing Sales
Representative
Contract**

Managing Sales Representative Contract

This contract is made this _____ day of _____ 19_____, [the effective date] by and between American Pioneer Life Insurance Company [the Company] with its home office at 600 Courtland Street, Orlando, Florida, 32804, and

_____,
hereinafter designated as the Managing Sales Representative doing business as :

- an individual
- a partnership
- a corporation organized under the laws of the state of _____,

having its principal place of business at _____

The Company herein appoints said Managing Sales Representative with powers, liabilities and duties of and subject to all of the terms and conditions of said Contract, with all amendments thereto, do covenant and agree with each other to conduct business under the terms and conditions of this Contract as follows:

Authority to Solicit

The Managing Sales Representative is hereby authorized to solicit applications for insurance for the Company; to collect the first premium on each policy of insurance applied for and pay the same to the Company; to deliver policies of insurance as directed by the Company, if the insured[s] is/are in good health and the first premium has been paid; and to do any act or perform any duty which is specifically authorized in writing and signed by an Officer of the Company.

Authority Over Sub-agents

The Managing Sales Representative has the authority to recruit and recommend for appointment to the Company, subject to its approval, Managing Sales Representatives and or Soliciting Brokerage Agents hereinafter referred to as "Sub-Agents".

Territory

The Managing Sales Representative and his appointees may solicit applications for insurance only in territories in which the Agent and the Company are duly licensed and authorized to conduct business.

Limitation of Authority

The Managing Sales Representative has no authority to alter, modify, waive or change any of the terms, rates or conditions of the Company's policies or contracts. Likewise, the Managing Sales Representative shall have no authority to collect or issue receipts for premiums other than the first premium, to endorse checks payable to the Company, to advertise or publish any matter or thing concerning the Company or its policies without written permission granted subsequent to the filing of a proposed copy of such material with the Company. Such written permission can only be granted by an Officer of the Company. The Managing Sales Representative also agrees that he has no authority to do or perform any act other than as expressly granted herein.

Relationship

The relationship between the Company and the Managing Sales Representative shall be that of independent contractor and contractee, and not that of employer and employee. The Managing Sales Representative shall be free to exercise independent judgement as to the time and manner in which he may perform the services authorized to be performed under this Contract, but the Company may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby, not interfering with such freedom of action of the Managing Sales Representative, which rules and regulations the Managing Sales Representative will conform to and observe. It is agreed that if any training materials, sales aids or similar services are furnished to the Managing Sales Representative by the Company, it is for the purpose of assisting the Managing Sales Representative and not to control the Managing Sales Representative. It is further agreed that such materials are considered to be proprietary information and the intellectual property of the Company. Unauthorized retention or disclosure of this information or materials will damage the Company. All materials will be returned to the Company upon request or termination of the Contract.

Commissions

Subject to the provisions of this Contract, in accordance with the rules and regulations of the Company and during the continuance of this Contract, the Managing Sales Representative shall be allowed as compensation hereunder commissions as set forth in the Schedule of Commissions and Service Fees [attached hereto and incorporated herein by reference] on all business produced by him personally or by his Sub-Agents, less Commissions or service fees due his Sub-Agents by reason of any contract which any Sub-Agents hold with the Company.

Vested Commissions

If this Contract is terminated by the Company or the Managing Sales Representative, or should the Managing Sales Representative die or become totally disabled while this Contract is in force, he, or in the case of his death, his heirs or legal representatives shall, except as hereinafter provided in this Contract, receive commissions that occur under the provisions of this Contract, if any. Such renewal commissions shall terminate when the total renewal commissions so payable are less than \$600.00 annually.

Commission Charge Backs

Should any Single Premium Whole Life policy be refunded in the first policy year, then all commissions paid on that policy shall be due the Company immediately.

Service Fees

Service Fees are not commissions and are not vested and it is understood and agreed between the parties that subject to the provisions of this Contract, in accordance with the rules and regulations of the Company and during the continuance of this Contract, the Managing Sales Representative shall be allowed as compensation hereunder Service Fees as set forth in the Schedule of Commissions and Service Fees on all business produced by him personally or by his Sub-Agents, less service fees due his Sub-Agents by reason of any contract which any Sub-Agents hold with the Company so long as this Contract is in force.

Transfer of Commissions

Whenever a Sub-Agent, secured by a Managing Sales Representative pursuant to the Contract, fails to be entitled to the Renewal Commissions or Service Fees to which he would have been otherwise entitled under his Contract with the Company, all such Renewal Commissions or Service Fees shall, during the continuance of this Contract, be paid to the Managing Sales Representative, providing the Managing Sales Representative continues to service the Sub-Agent's business in force with the Company and makes a diligent effort to conserve such business. A failure to comply with this provision will deny the Managing Sales Representative the right to any such Renewal Commissions or Service Fees. This provision shall apply except in the case of minimum annual renewal commissions payable requirement as stated in "Vested Commissions" above.

Minimum Production Requirements

The Managing Sales Representative and his Sub-Agents are expected to produce a minimum amount of new business production as stated on the Schedule of Commissions and Service Fees during each full calendar year. Failure to produce such stipulated production figure may result in the discontinuance of the Schedule of Commissions and Service Fees attached hereto in favor of a lesser Schedule.

Expenses

The Managing Sales Representative shall pay all expenses incurred by him or his Sub-Agents in the performance of this Contract and, when requested by the Company, shall furnish a bond of indemnity in such form and amount as may be approved by the Company. A failure to pay such expenses is agreed to be authorized for the Company to offset the amount of the expenses incurred and unpaid against any commissions or service fees owed the Managing Sales Representative or the Sub-Agents.

Liability

The Managing Sales Representative shall be jointly and severally liable, with each Sub-Agent, to the Company for the payment of all monies due from the Managing Sales Representative or his Sub-Agents, or debit balances on the account of the Managing Sales Representative or his Sub-Agents, or debit balances resulting from loans to the Managing Sales Representative or Sub-Agents from the Company. The Company's books and records shall be prima facie evidence of such debit balances or loans due.

The Managing Sales Representative hereby assigns, with recourse, as collateral to the Company, for all such monies due, debit balance or loans, all amounts due and to become due to the Managing Sales Representative from each Sub-Agent or from the Company and all notes with recourse, of Sub-Agents in favor of the Managing Sales Representative. The Managing Sales Representative agrees to execute all other documents required of him by the Company in order to properly evidence and effectuate such assignments, and so as to guarantee the legal enforceability thereof.

Refunds

Should the Company for any reason refund any premium on any policy secured hereunder, then the Managing Sales Representative shall repay, on demand, any commissions received on that premium. A failure to repay these commissions is agreed to constitute authorization for the Company to offset such amounts against any commissions or service fees due the Managing Sales Representative on any policy secured hereunder.

Indebtedness

The Company may at any time offset any debt or debts due from the Managing Sales Representative to the Company arising from his transactions under this or any previous contract against any commission, service fees, or other compensation due or to become due him. Unless otherwise specifically provided, all debts due the Company, including advances to the Managing Sales Representative or his Sub-Agents against commissions or other compensation, are payable upon demand and are not recoverable solely from commissions or other compensation.

Assignments

No assignment of any commission or any other monies, or any portion thereof, due to or to become due the Managing Sales Representative hereunder shall be valid unless authorized in advance and in writing by an Officer of the Company. Any assignment so authorized shall be subject to any and all indebtedness of the Managing Sales Representative or his Sub-Agents to the Company then existing or thereafter accruing.

Monthly Accounting

The Company shall furnish the Managing Sales Representative with a monthly statement on a timely basis indicating all premium collections, commissions and service fees earned and payments made to the Managing Sales Representative. The Managing Sales Representative shall notify the Company of all possible errors in the accounting statement within ninety [90] days of the closing of the monthly accounting period. A failure to give such notification shall be considered a waiver of the right to object to such accounting.

Termination

This Contract shall terminate on the earliest of the following dates:

- a. the date of your death, if an individual; or
- b. the date specified in a notice of termination which may be given by either party to this Contract, such date being not less than thirty [30] days from the date the notice is delivered personally or is mailed to the last known address of the party to whom notice is given; or
- c. the date you shall fail to pay over on demand any monies belonging to or due the Company; or
- d. the date of any material violation of any term or condition of this Contract; or

- e. the date your license is terminated for cause by the Insurance Department of any state; or
- f. dissolution if a partnership or corporation.

Signed by or for the parties hereto this _____ day
of _____ 19____.

Forfeiture of Commissions

Should you at any time, withhold Company funds, create fraud, malfeasance, or induce or attempt to induce policyholders of the Company to lapse, replace, or otherwise terminate their policies, or if your license is terminated for cause by the Insurance Department of any state, the Company shall terminate your right to all commissions or other compensation thereafter payable under this Contract or under any prior contract, and shall terminate this Contract as well as any other contracts then in force.

Amendment

This Contract cannot be changed by any verbal promise or statement by whomsoever made, and no written modification or change will bind the Company unless it is signed by the President, a Vice President, or the Secretary of the Company, and expresses an intention to modify or change this Contract.

Sole Agreement Amending Prior Agreements

This Contract supercedes and amends in their entirety any and all previous contracts between the parties hereto which pertain to the solicitation of applications for any insurance mentioned herein and the payment of commissions on premiums therefore provided.

Severability

In the event that any provision of this Contract is deemed to be invalid or unenforceable, it is the intent of the parties that the remainder of this Contract shall remain in full force and effect.

Gender

Any and all references in this Contract to the masculine gender or him shall be intended to include the feminine gender or her as well as any legal entities not having a gender which execute this Contract.

Jurisdiction, Venue, Attorney's Fees and Costs

The Managing Sales Representative agrees that he shall be responsible for all costs including reasonable attorney fees, if any, incurred in the collection of any outstanding loan balances, debit balances, or account balances, accruing pursuant to this Contract and further agrees to the jurisdiction of the court of competent jurisdiction in Orange County, Florida for purposes of resolving any conflicts under this Contract or for the purposes of allowing the Company to recover any amounts owed, including amounts loaned subsequent to the execution of this Contract. The Managing Sales Representative knowingly waives any objection to venue or the jurisdiction of the court.

Execution and Effect on Previous Contracts

This Contract supercedes any previous contract[s] between the parties and it is understood and agreed, however, that all obligations of the parties to each other under any such prior contract[s] including debit balances, other debts, liens, right to offset, and the obligation to pay you commissions, still exist and will be combined and merged with similar obligations under this Contract.

American Pioneer Life Insurance Company

by _____
American Pioneer Officer

Title

Managing Sales Representative

Soc Sec # or Fed TIN #

Guarantee by Officers or Partners

If the Agency is a corporation or partnership, each of the undersigned, in consideration of the Company executing this Contract, represents to the Company that the principle stockholders or partners of the Agency, with their percentage of interest in the total ownership of the Agency, are as follows, and does hereby personally and severally guarantee the performance of all terms, liability and responsibility for any default in such terms, conditions, covenant, and/or amendments.

Signature Title % Interest

Signature Title % Interest

Signature Title % Interest



Electronic Fund Transfer

American Pioneer Life will deposit your check directly to your bank account! We make the deposit according to the current Commission Deposit Schedule. Below is an authorization form so that you may sign up for this service. Just complete the form and mail it back to our Commissions Department.

Fund Transfer Authorization

I (We) do hereby authorize the deposit of all commission payments due me (us) to my (our) checking account indicated below and the Depository Financial Institution named below to credit the payment(s) to such account by American Pioneer Life Insurance Company.

Account Number: _____

Financial Institution Name: _____

City: _____ State: _____

I (We) reserve the right to revoke and cancel this authorization, such revocation and cancellation to take effect upon written notice received at the office of American Pioneer Life Insurance Company within reasonable time to act on such notice.

Date	Agent Number	Agent Signature
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Please complete and mail or fax to:

American Pioneer Life Insurance Company
 ATTN: Commission Accounting
 P O Box 3509
 Orlando, Florida 32802
 Fax: 407-628-2546



Attach Voided Check Here
(Deposit slips are NOT Acceptable)



AGENT ACKNOWLEDGMENT FORM

I hereby acknowledge receipt and understanding of:

- AGENT LICENSING PROCEDURES
- RULES GOVERNING SALES PRACTICES
- RULES GOVERNING USE OF ADVERTISEMENT OF LIFE, HEALTH AND ANNUITY CONTRACTS
- HIPAA BUSINESS ASSOCIATE CONTRACT PRIVACY ADDENDUM

I understand that if anything in the above written rules applies to me or my position with the Company, my sub-agents (if any) and I will: (1) follow these rules accordingly; (2) monitor any activity applicable to these rules; and (3) report any infraction to my manager.

Signature: _____ Date: _____

A copy of this signed acknowledgment becomes a part of the agent's permanent records.

*The above acknowledgment form must be returned
with Licensing and Contracting paperwork*

RETAIN ATTACHED BOOKLET FOR FUTURE REFERENCE

RETURN ONLY THE ACKNOWLEDGMENT