



Allstate®

Workplace Division

CONTRACTING PROCEDURES

Please read these instructions carefully before you complete the attached materials. Incomplete or incorrect information will delay the processing of your contract. Return completed materials to:

AWD Regional Support Center
1776 AHL Dr., 6th Floor
Jacksonville, FL 32224

Should you have questions, please contact the Regional Support Center at 888.655.5725. Please do not write business until your contract has been approved and an Agent Code has been assigned. We look forward to doing business with you!

PPGA – ADVANCED COMMISSIONS

1. **Appointment Data Sheet** – *Required* – Please complete form in its entirety.
2. **Authorization and Release for Background Investigation** – *Required for appointment.*
3. **Authorization Agreement for Automated Deposits** – *Required* – Complete and sign and attach a voided check. All commissions are paid by Automated Deposit.
4. **Proof of Errors & Omissions Coverage** – *Required* – Certificate of coverage or copy of Declarations page of policy and the Definitions page of the policy defining who is covered is required. If you are an employee or sub-producer for an agent or agency, and are covered under the agent/agency's E&O policy, then you will need to provide a letter from the agent/agency stating your position, as well as the definitions page of the policy defining who is covered.
5. **Copy of License** – *Required*
6. **Check for Non-Resident Appointment Fees** – *Required if no enrollment pending*
7. **Commission Level** – *Required* – _____
8. **Name of General Agent or Agency** – Must be completed if being contracted by a General Agent _____.
9. **Addendum A, Authority to Recommend Subordinate Producers** – Complete if you plan to contract agents under your hierarchy. Producer and Supervising Agent must sign.
10. **Addendum K, Supervising Agent's Recommendation** – To be signed by producer and Supervising Agent when the Supervising Agent is contracting an agent in his/her hierarchy.
11. **Contract** – *Required* – Please sign only, do not complete any other blanks.
12. **Addendum B, Annualization Agreement** – Sign only if you wish to have your commissions annualized. Please sign only, do not date or complete any other blanks. Must also be signed by Supervising Agent. A personal credit report will be ordered. Indicate percentage of advances and weekly cap.

_____ %CWA (Cash with App) _____ %IDP (Iss'd/Paid) \$_____ Weekly Cap
13. **Addendum I, Personal Guaranty** – Sign only if contract is for a corporation AND corporation is requesting Annualization. Officer of the corporation becomes personally responsible for any debt of the agency.



Agent Appointment Request

Workplace Division

The agent/agency below applies for appointment with American Heritage Life Insurance Company ("AWD").

- ☐ Check here if appointment is ALSO with Concord Heritage Life Insurance Company (collectively, "AWD").
☐ Check here if appointment is INSTEAD with Concord Heritage Life Insurance Company ("AWD").

1. **Contract Name:** _____
Individual or Organization Holding Valid License

☐ Check here if currently an **ENCOMPASS** agent.

2. **Business Address:** (Physical Address)

Mailing Address: (P.O. Box)

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

3. **Telecommunication:**

Phone: _____

E-mail: _____

Fax: _____

Mobile Phone: _____

4. **For Organizations Only:**

List the person in your organization authorized to act as its representative or principal. Attach a copy of the license for this person and a copy of the organization's license, if applicable.

Name of Principal: _____

Principal's Social Security No.: _____

Title of Principal: _____

Organization's Tax ID No.: _____

5. **For Individuals Only:**

Nick name if applicable: _____

Social Security No.: _____ D.O.B.: _____

Home Street Address: _____

Phone No.: _____

City: _____ State: _____ Zip: _____

Spouse's Name: _____

6. **Companies Currently Representing:** _____

7. **Production For Past 12 Months:** Written Premium: \$ _____ Paid Premium: \$ _____ Persistency: _____

8. **May we use your name in AWD Publications?** Yes _____ No _____

9. **How do you wish policies mailed?** To you _____ To Policyholder _____

10. **Resident License Held** (Attach copy and check for appointment fee)

State: _____ License No.: _____ Expiration Date: _____

11. E & O Coverage. Name of your insurer:_____

Pol. No. _____ Limits _____ Expiration: _____

12. List all Non-Resident Licenses held – (Attach copy and check for fees for those to be appointed in)

State _____	License No. _____	Expire Date _____	State _____	License No. _____	Expire Date _____
State _____	License No. _____	Expire Date _____	State _____	License No. _____	Expire Date _____
State _____	License No. _____	Expire Date _____	State _____	License No. _____	Expire Date _____

13. For the following questions, “you” means the person signing this form and any entity seeking appointment.

For any “yes” answer, please attach a letter of explanation.

- | | | |
|--|-----------|----------|
| A. Have you ever had your license revoked or suspended? | Yes _____ | No _____ |
| B. Have you ever had a complaint filed against you with any Insurance Department or other regulatory body? | Yes _____ | No _____ |
| C. Have you or any employee, associate, officer, director, principal, or other representative of your business been convicted of a felony? | Yes _____ | No _____ |
| D. Have you ever failed to earn or repay commission advances? | Yes _____ | No _____ |
| E. Have you ever filed bankruptcy or had judgments or liens filed against you? | Yes _____ | No _____ |
| F. Are you currently delinquent on any of your obligations? | Yes _____ | No _____ |
| G. Have you ever been sued for alleged errors or omissions as an insurance agent or broker, or for any alleged breach of trust? | Yes _____ | No _____ |
| H. Has your appointment or contract with an insurance company ever been terminated for cause? | Yes _____ | No _____ |
| I. Have you been licensed under any other name? | Yes _____ | No _____ |
| J. Have you ever been appointed with AWD or any other Allstate subsidiary? | Yes _____ | No _____ |

14. Agent’s Agreement & Certification

Agreement - I have furnished the information herein, which is true and complete. Any false or incomplete information in this form will be grounds for immediate termination of my appointment and contract(s) with AWD, at its sole discretion.

I further understand and agree that:

- I will maintain, at my own expense, necessary office technology to access and use AWD’s electronic communications, illustration and enrollment systems, and other software applications, and to use only the most current versions of this software available from AWD.
- I will be required to participate in AWD training, and agree to fully participate.
- I will be familiar with AWD’s products before I promote them.
- I will comply with all AWD guidelines, policies and procedures, and will abide by all laws and regulations.
- I will notify AWD within thirty (30) days if I or any employee, associate, officer, director, principal, or other representative of my business is convicted of a felony.

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. person (including a U.S. resident alien). The IRS does not require your consent to any provisions of this document other than the certification required to avoid backup withholding.

Applicant’s Signature _____ Title (if signing for organization) _____ Date _____

AWD Use Only – To be completed by Regional Director/Sales Director/ Regional Sales Manager		
As Regional Director/Sales Director/Sales Manager, I have inquired into the background and character of the applicant and find him/her to be trustworthy and otherwise qualified to act as agent for AWD. I have reviewed the information contained herein and to the best of my knowledge it is true and complete.		
AWD Representative’s Signature _____ RD/RSD/RSM No. _____ Date _____		
Commission Level: _____ How vested? Immediate _____ 2 nd Year _____ Other _____ Auth. to appt.? Yes _____ No _____	Annualize? Yes _____ No _____ If Yes CWA% _____ IDP% _____ Pol Cap _____ Wkly Cap _____ Advance OR Yes _____ No _____	
Supervising Agent’s Name: _____ Agent No.: _____ Commission Level: _____		

AUTHORIZATION FOR BACKGROUND INVESTIGATION

I. In connection with my agent application, I, _____, understand and hereby give my consent and authorization for an investigative consumer report to be generated about me that may include information as to my character, general reputation, personal characteristics, mode of living, work habits, performance and experience, along with reasons for termination of past employment/professional license or credentials; financial/credit history; and/or criminal, civil, and/or driving record history. I hereby give my consent to and understand that American Heritage Life Insurance Company ("AHL") and/or such other independent investigation company as may be designated by AHL, may request information about any of the foregoing from public and/or private sources, including personal interviews with sources such as neighbors, friends or associates.

I acknowledge and hereby authorize AHL to share the information obtained from the report with any of its General Agents and with my General Agent.

I understand that I have the right to make a written request, within a reasonable period of time after receipt of this authorization form, to obtain a complete and accurate disclosure of the nature and scope of the investigation requested. This disclosure shall be made in a writing mailed, or otherwise delivered, to me, not later than five days after the date my request is received. Attached hereto as Exhibit A is a written summary of my rights.

II. IF APPLICABLE, Medical and worker's compensation information will only be requested in compliance with the Americans with Disabilities Act, 42 USCS § 12101 et seq., and any other applicable state or federal laws. In addition, if financial or credit history is investigated by a Consumer Reporting Agency requested to perform such investigation by AHL, such agency shall be required to comply with the Fair Credit Reporting Act, 15 USCS § 1681 et seq., and all other applicable federal or state laws. I will be informed if the considerations for which I am applying are denied because of information obtained from a consumer reporting agency.

The name and address of the Consumer Reporting Agency that will be used to provide any reports obtained by AHL is General Information Services (GIS), P.O. Box 353, Chapin, SC 29036, toll-free telephone no.: 1-866-265-4917.

III. I acknowledge that a telephonic facsimile (FAX) or photographic copy of this release shall be as valid as the original.

IV. I hereby authorize, without reservation, any financial institution, law enforcement agency, information service bureau, school, employer or insurance company contacted by AHL or its designee to furnish the information described in Section I.

APPLICANT COMPLETE THE FOLLOWING:

Signature

Today's Date

Please print full name

For California, Minnesota and Oklahoma residents only: Please check this box if you wish to be provided with a copy of your consumer report. ☐

The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. It is confidential and will not be used for any other purposes.

Please print other names you have used

Social Security Number

Date of Birth

Home Address

City

State

Zip

Driver's License Number and State

Name as it appears on License

Have you ever been convicted of (or pled guilty or nolo contendere to) a violation of law, other than minor traffic violations?
Note: Minor traffic violations do not include DUI/DWI violations. ☐ No ☐ Yes

If yes, please provide city and state of offense and details of offense.

For California Residents:

Obligations of Investigative Consumer Reporting Agencies, California Civil Code Section 1786.22

(a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.

(b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:

(1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.

(2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.

(3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.

(c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.

(d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.

(e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section **1786.22**.

(f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.



Authorization Agreement for Automated Deposits

Agent Name/Company Name: _____

Agent Numbers: _____

Authority is hereby given to American Heritage Life Insurance Company (AHL) to credit the account number shown below for commissions. Further authority is hereby given to AHL to make any adjustments, including the initiation of any credit or debit entries on the account number shown below, for the limited purpose of adjusting commissions due to the accountholder or due AHL.

Financial Institution: _____

Branch: _____

Address: _____

Checking Account#: _____

Routing#: _____

This authority is to remain in full force and effect until AHL has received written notification from me revoking this authority.

A Voided Check Must Be Attached

Signed this _____ day of _____, 20_____

Authorized Signature: _____

Print Name: _____

Home Phone: _____ Social Security#: _____

INSERT A
CURRENT COPY
OR
PROOF OF INSURANCE
FOR YOUR

E & O
Coverage

HERE



To: Our Prospective Insurance Producer

From: AWD Licensing & Contracting Department

Subject: E&O Requirements

We at the Allstate Workplace Division (AWD) are excited about you joining our team. We believe AWD presents the best value proposition to producers like you who are seeking a partner in serving customers through the best product line and service in the industry.

An important requirement for representing AWD is your maintenance of Errors and Omissions ("E&O") insurance coverage. This letter addresses the most frequently asked questions about this requirement.

Q: Why does AWD require E&O coverage?

A: In today's litigious society, E&O insurance is important to protect successful professionals from the potentially devastating costs of litigation. As a matter of corporate policy, the various insurance companies of The Allstate Corporation require contracted insurance producers to maintain this coverage.

Q: Will not AWD protect me if I'm sued?

A: AWD does not indemnify or defend producers against allegations of their own misconduct. When a producer is named in a lawsuit as a defendant, often the complaint alleges that the producer violated some law or duty, for which he/she is responsible.

Q: How much E&O coverage should I have?

A: We encourage you to consult with your E&O professional to select the coverage amount right for you. At a minimum, AWD requires E&O insurance providing coverage of \$1 million per occurrence.

Q: Once I'm appointed with AWD, is there any requirement that I continue the E&O coverage?

A: Yes. While appointed, all producers must maintain their E&O coverage. Failure to do so may result in termination of the producer's contract and appointment.

Q: Who does the E&O insurance need to cover?

A: AWD requires that the insurance cover whomever will be contracted or appointed as an insurance producer.

Q: I have E&O coverage for my agency. Is this sufficient to cover my producers?

A: It depends on the coverage provisions of your policy and the relationship of your producers to your agency.

Typically, E&O insurance for a business entity, like an agency, covers “officers, directors, principals and employees” of the agency. If the producer has this type of relationship with the agency, this E&O insurance is sufficient.

However, producers are often independent contractors—not employees—of the agency. In those circumstances, the producer must have his or her own E&O policy, or be otherwise described in the agency’s E&O policy as an insured person.

Q: Does my E&O policy have to specify each covered person by name?

A: No. The E&O policy may cover categories of persons, such as employees. In these cases, though, it will be necessary to establish that the producer qualifies under the category. Thus, if the policy covers employees of the agency, AWD may require a letter from the agency confirming the producer’s status as an employee.

Q: What documents does AWD require in order to establish E&O coverage?

A: Often, a copy of the E&O policy’s declaration page is sufficient. That usually describes the insurance, coverage period, policy number, amount of insurance, and covered persons.

If a declaration page does not list the producer by name, additional documents may be required. For instance, if the declaration page refers to a category of insured persons, which is defined elsewhere in the policy, AWD may require a copy of the definition page showing who is included in the category. Also, AWD may require written confirmation that the producer qualifies within that definition, such as a letter from the agency confirming that the producer is an employee of the agency.

Q: In my state, an agency may be appointed only if a principal of the agency is also appointed. Since I plan to have my agency appointed, do I need evidence of E&O coverage for the appointed principal, as well?

A: Yes. If a principal of the agency will also be appointed, we must have evidence of E&O coverage for the principal—even if the principal will not have a separate producer contract.

Q: My agency is a subsidiary of a bank. Are there different procedures for these financial institutions?

A: Yes. Because financial institutions like banks and credit unions are highly regulated entities, AWD has different processes for their agencies and employees. Please contact your regional office for further information.

Q: I do not currently have E&O coverage. Where can I get it?

A: Through an arrangement with Calsurance, AWD has arranged for E&O coverage to be made available to our producers at very favorable rates. Use the following Calsurance website to enroll under this program:

<https://tipu.calsurance.com/calsurancecom/calsurance/ProgramssubDetail.aspx?mpid=1&pid=96&spid=70>

You can also contact Calsurance at:

Phone:	(800) 745-7189
E-mail:	info@calsurance.com
Customer Service Hours:	7 a.m. to 5 p.m. PST

REMINDER!

Please attach
copies of licenses
here



STATE GUIDE FOR APPOINTMENTS

STATE	RESIDENT APPT FEE	NON-RESIDENT APPT FEE	LICENSE RESIDENT AGENCY	LICENSE NON-RESIDENT AGENCY
AL	\$30.00	\$30.00	LICENSE ONLY	LICENSE ONLY
AK	N/A	N/A	LICENSE AND APPT	LICENSE AND APPT
AZ	N/A	N/A	LICENSE ONLY	LICENSE ONLY
AR	AHL pays	AHL pays	LICENSE AND APPT	LICENSE AND APPT
CA	\$24.00	\$24.00	LICENSE AND APPT	LICENSE AND APPT
CO	N/A	N/A	LICENSE ONLY	LICENSE ONLY
CT	\$20.00	\$20.00	LICENSE AND APPT	LICENSE AND APPT
DE	\$25.00	\$25.00	LICENSE ONLY	LICENSE ONLY
DC	\$25.00	\$25.00	LICENSE AND APPT	LICENSE AND APPT
FL	\$60.00	\$60.00 + \$6.00 per county	LICENSE AND APPT	LICENSE AND APPT
GA	\$10.00	\$10.00	LICENSE ONLY	LICENSE ONLY
HI	N/A	N/A	LICENSE & APPT	LICENSE & APPT
ID	N/A	N/A	LICENSE AND APPT	LICENSE AND APPT
IL	N/A	N/A	LICENSE ONLY	LICENSE ONLY
IN	N/A	N/A	LICENSE ONLY	LICENSE ONLY
IA	\$30.00	\$30.00	LICENSE ONLY (OPTIONAL)	LICENSE ONLY (OPTIONAL)
KS	\$5.00	\$5.00	LICENSE AND APPT	LICENSE AND APPT
KY	\$40.00 (individual) \$100.00 (corporation)	\$50.00 (individual) \$120.00 (corporation)	LICENSE AND APPT	LICENSE AND APPT
LA	\$20.00	\$20.00	LICENSE AND APPT	LICENSE AND APPT
ME	\$30.00	\$70.00	LICENSE AND APPT	LICENSE AND APPT
MD	N/A	N/A	LICENSE AND APPT	LICENSE AND APPT
MA*	\$75.00	\$75.00	LICENSE AND APPT	LICENSE AND APPT
MI	\$5.00	\$5.00	LICENSE AND APPT	LICENSE AND APPT
MN	\$10.00	\$10.00	LICENSE ONLY	LICENSE ONLY
MS	\$10.00	\$10.00	LICENSE ONLY	LICENSE ONLY

*MA - Corporate Appt fee is \$75 for each affiliated agent

STATE	RESIDENT APPT FEE	NON-RESIDENT APPT FEE	LICENSE RESIDENT AGENCY	LICENSE NON-RESIDENT AGENCY
MO	N/A	N/A	LICENSE ONLY	LICENSE ONLY
MT	N/A	N/A	LICENSE AND APPT	LICENSE AND APPT
NE	\$30.00	\$30.00	LICENSE ONLY	LICENSE ONLY
NV	\$15.00	\$15.00	LICENSE AND APPT	LICENSE AND APPT
NH	\$25.00	\$25.00	LICENSE AND APPT	LICENSE AND APPT
NJ	\$25.00	\$25.00	LICENSE AND APPT	LICENSE AND APPT
NM	\$23.00	\$23.00	LICENSE ONLY	LICENSE ONLY
NC	\$20.00	\$20.00	LICENSE ONLY	LICENSE ONLY
ND	\$10.00	\$10.00	LICENSE AND APPT	LICENSE AND APPT
OH	\$20.00	\$20.00	LICENSE AND APPOINT	LICENSE AND APPT
OK	\$40.00	\$40.00	LICENSE AND APPOINT	LICENSE AND APPT
OR	N/A	N/A	LICENSE ONLY	LICENSE ONLY
PA	\$15.00	\$15.00	LICENSE AND APPT	LICENSE AND APPT
RI	N/A	N/A	LICENSE ONLY	LICENSE ONLY
SC	AHL pays	AHL pay	LICENSE ONLY	LICENSE ONLY
SD	\$10.00	\$20.00	LICENSE AND APPT	LICENSE AND APPT
TN	\$15.00	\$15.00	NO	NO
TX	\$10.00	\$10.00	LICENSE AND APPT	LICENSE AND APPT
UT	N/A	N/A	LICENSE AND APPT	LICENSE AND APPT
VT	\$60.00	\$60.00	NO	NO
VA	\$14.00	\$14.00	LICENSE AND APPT	LICENSE AND APPT
WA	\$20.00	\$20.00	LICENSE AND APPT	LICENSE AND APPT
WV	\$25.00	\$25.00	LICENSE ONLY	LICENSE ONLY
WI	\$7.00	\$24.00	LICENSE ONLY (OPTIONAL)	LICENSE ONLY (OPTIONAL)
WY	\$15.00	\$15.00	LICENSE AND APPT	LICENSE AND APPT

American Heritage Life Insurance Company

Jacksonville, Florida

AUTHORITY TO RECOMMEND SUBORDINATE PRODUCERS ADDENDUM

Attached to and made part of the Agreement ("Agreement") between American Heritage Life Insurance Company ("AHL") and the insurance producer named below ("Producer") regarding Producer's agent number listed below ("Agent No.").

Producer is hereby given authority to recommend for appointment subordinate producers. All such subordinate producers shall enter into a written contract on forms approved by AHL. The original executed contract shall be furnished by Producer to AHL for approval. AHL will, in its sole discretion, approve or reject each recommendation for appointment of any subordinate producer. AHL may, in its sole discretion, withdraw approval of the appointment of any subordinate producer. No recommendation for appointment may be considered approved in the absence of written approval by AHL.

Producer will exercise due care in the selection and supervision of his employees, agents and subordinate producers who solicit and process applications for AHL insurance policies and contracts. Producer will cause such employees, agents and subordinate producers to comply with all applicable laws and regulations and with all published bulletins, field letters and other written communications from AHL now in force or that may hereafter be disseminated. Producer's duty of care shall extend to employees, agents and other representatives of subordinate producers.

Producer has the authority to terminate at will, but not for cause, the contract of any subordinate producer. Producer shall promptly notify AHL, in writing, upon any such termination.

AHL may, at its option, pay subordinate producers' commissions either directly to subordinate producers or to Producer.

Compensation to Producer for business produced by subordinate producers shall be the difference between: (1) the commissions and service fees earned by the subordinate producer, and (2) the commissions and service fees that would have been earned by the subordinate producer at Producer's commission level, provided the amount of commission and service fees of (2) is greater than that of (1). All such compensation to Producer shall be determined by the Commission Schedule Series applicable to the subordinate producer.

HOME OFFICE USE ONLY AGENT NO. _____

Earned commissions of a subordinate producer that AHL determines, in its sole discretion, are not payable to such subordinate producer due to forfeiture, contract termination or otherwise, shall be paid to Producer. Any service fee not payable to a subordinate producer due to the termination of their contract shall be paid to Producer, provided the Agreement is in effect. However, AHL shall have the right to offset such commissions and service fees against any debt to AHL then due or that may thereafter become due from Producer or any subordinate producer of Producer.

Producer shall be responsible for the acts and omissions of each subordinate producer appointed hereunder. Producer shall indemnify and hold AHL harmless from all loss, expense, cost and liability, including reasonable attorneys' fees, resulting from the acts or omissions of Producer or Producer's employees, agents or subordinate producers.

Producer unconditionally guarantees payment of, and accepts full and complete responsibility for, all debts of whatever kind or nature of all subordinate producers appointed hereunder. Any debt owed to AHL by a subordinate producer of Producer shall, upon default in payment by the subordinate producer, be paid by Producer within 15 days of notice by AHL to Producer or may be setoff by AHL as described in the Agreement.

At the option of AHL, Producer may be joined in any action, suit or proceeding commenced by AHL against any subordinate producer in connection with or based upon any indebtedness to AHL incurred by any subordinate producer and recovery may be had against Producer in any such action, suit or proceeding, or in any independent action, suit or proceeding against Producer, and without the requirement that AHL first assert, prosecute or pursue any remedy or claim that it might have against such subordinate producer.

This addendum supercedes and replaces any previous addenda or other provisions to the Agreement by which Producer is given authority to recommend for appointment subordinate producers.

Accepted:

Producer (Please Type)

Supervising Agent (Please Type)

Signature/Title

Signature/Title

American Heritage Life Insurance Company

by: _____
Authorized Company Representative

Effective Date of Addendum: _____

American Heritage Life Insurance Company

Jacksonville, Florida

SUBORDINATE AGENT RECOMMENDATION ADDENDUM

Attached to and made part of the Agreement ("Agreement") between American Heritage Life Insurance Company ("AHL") and the insurance producer named below ("Producer") regarding Producer's agent number listed below ("Agent No.").

The parties understand that Producer is recommended for appointment by, and is appointed as a subordinate producer of, the Supervising Agent named below.

Supervising Agent is responsible for supervising Producer in the performance of the Agreement and has the authority to terminate the Agreement at will pursuant to paragraph 5(a) thereof.

Supervising Agent understands and agrees that:

(1) He has read and understands the Agreement, to include all addenda, and agrees to Producer's commission level(s) set forth therein.

(2) All compensation to Supervising Agent for business produced by Producer will be determined by the Commission Schedule Series applicable to Producer.

(3) This recommendation for appointment is made pursuant to his Producer Agreement with AHL and Agent Number set forth below.

Accepted:

Producer (Please Type)

Supervising Agent (Please Type)

Signature/Title

Signature/Title

American Heritage Life Insurance Company

by: _____
Authorized Company Representative

Effective Date of Addendum: _____

HOME OFFICE USE ONLY AGENT NO. _____

American Heritage Life Insurance Company

Jacksonville, Florida

AGENT AGREEMENT

THIS AGREEMENT is between American Heritage Life Insurance Company ("AHL") and the insurance producer named below ("Producer").

APPOINTMENT

1. (a) AHL appoints Producer to solicit, procure and transmit to AHL applications for insurance and annuities issued by AHL, to pay over as directed by AHL all monies collected in connection with AHL's business and to perform such other functions as may reasonably be required by AHL.

(b) Producer is not authorized on behalf of AHL to incur any liability; make, waive, alter, endorse or discharge contracts or any term thereof; bind AHL on any application for, or policy of, insurance; endorse checks payable to AHL; deliver any policy except as directed by AHL; extend the time for any payment of premiums or waive forfeitures; name special rates; guarantee dividends or interest rates, or make any estimates thereof; or bind AHL in any way. Unless authorized in writing, Producer shall not collect any monies due, or to become due, to AHL except for the collection of the initial premium on policies issued by AHL hereunder.

(c) Producer is an independent contractor for all purposes and not an employee of AHL. Producer has full control of his time and the right to exercise independent judgment as to the time, place, and manner of performing his services, except that he shall conform with AHL's rules and regulations wherever applicable.

TERRITORY

2. (a) Producer may operate in all jurisdictions in which AHL is licensed and in which Producer (and subordinate producers, if applicable) are duly licensed and appointed to write insurance business of the type solicited. Producer does not, however, have the exclusive right to act on behalf of AHL in such jurisdictions.

(b) Producer will maintain all required licenses in all jurisdictions in which Producer is appointed to represent AHL and will comply with any and all applicable federal, state, or local laws, rules, regulations and ordinances affecting his operation.

HOME OFFICE USE ONLY AGENT NO. _____

COMPENSATION

3. (a) Producer will be paid commissions and service fees on premiums paid in cash to AHL on insurance policies (including annuity contracts) issued pursuant to applications procured by Producer. This compensation shall be at the rates set forth in Commission Schedule Series E, published after 12/31/02, and in effect at the time of application for such policies. Producer's commission level is set forth below.

(b) Compensation shall accrue and be payable only as premiums are received by AHL at its home office and applied toward payment of current premium, and shall constitute payment in full to Producer for any and all services rendered to AHL. All compensation shall be paid from AHL's home office in Jacksonville, Florida or other AHL office as designated by AHL.

(c) If a premium increase on a class of insurance products applies to an existing policy for which Producer is receiving commissions or service fees, AHL, in its sole discretion, will determine the increase, if any, to Producer's compensation for that policy.

(d) No compensation shall be payable on temporary extra premiums added to policies, and no compensation shall be due on any premium that has been waived by AHL for any reason. If compensation due Producer upon any normal payment date total less than \$100.00, AHL may, in its discretion, delay payment until the first normal payment date after which the amount due equals \$100.00.

(e) If a new policy is issued and a previously existing policy on the same insured, which provided similar benefits, is terminated or lapses before or after the issue of the new policy, the compensation payable on the new policy shall be determined by the practices and procedures of AHL in effect at the time of such new issue.

(f) If any policy procured by Producer or any subordinate producer shall lapse, AHL's liability to Producer for further compensation thereon shall cease, unless the policy is reinstated and Producer or a subordinate producer is determined by AHL to be the efficient procuring cause of such reinstatement.

(g) AHL shall provide Producer written statements or, at AHL's sole discretion, make available electronic statements reflecting the compensation due Producer. Producer shall review all such statements and shall notify AHL, in writing, of specific mistakes or discrepancies in the statement(s) within ninety (90) days after the date of the statement(s). Failure of Producer to so notify AHL within the time described herein shall be an admission of the correctness of such statement(s) and shall bar any claims to the contrary against AHL.

(h) Producer shall not be entitled to compensation on any policy unless AHL determines that Producer was the efficient procuring cause of the policy. In all cases where a claim to compensation is disputed or questioned, the decision of AHL shall be binding and conclusive.

REFUNDS

4. Should AHL, for any reason, refund or waive any premium on any policy or contract procured hereunder, Producer shall, immediately upon demand, repay any commissions or service fees received with respect to that premium. Such repayment shall be made to AHL's home office in Jacksonville, Florida.

TERMINATION

5. (a) This Agreement may be terminated at will by either party hereto, by written notice of the election to terminate delivered personally, via facsimile or mailed by first-class mail, postage pre-paid, to the other party at the last known address. Said termination shall be effective 15 calendar days after the date on which such termination notice is sent or mailed.

(b) AHL may terminate this Agreement for cause at any time, without prior notice, if Producer:

(1) Fails to comply with any of the material provisions of this Agreement,

(2) Acts contrary to the law, or commits an act of fraud or willful misconduct in any matter related to this Agreement,

(3) Induces or attempts to induce any employees, producers or representatives of AHL to discontinue their association with AHL; or

(4) Induces or attempts to induce any party to relinquish a policy or contract with AHL.

If the Agreement is terminated as provided in this Paragraph 5(b), Producer shall forfeit any and all commissions and service fees otherwise due or to become due.

(c) This Agreement will automatically terminate, without prior notice, upon (i) the dissolution of the partnership, if Producer is a partnership, (ii) the dissolution of the corporation, if Producer is a corporation, or (iii) Producer's invoking any form of federal bankruptcy jurisdiction or state jurisdiction for receivership, liquidation, or conservatorship. If the Agreement is terminated as provided in this Paragraph 5(c), Producer shall forfeit any and all commissions and service fees otherwise due or to become due to the extent any debt to AHL is then due or that may thereafter become due from Producer, whether arising hereunder or otherwise.

(d) This Agreement will automatically terminate, without prior notice, upon the death of Producer, if an individual. Any commissions to which Producer would have been entitled had Producer not died shall be paid, as the commissions are earned, to whomever shall be entitled thereto by law. Such commissions may be held by AHL without interest or penalty until AHL determines to its satisfaction that legal entitlement to the commissions has been established.

(e) Upon termination of this Agreement, Producer shall immediately pay all sums due to AHL and shall deliver to AHL all computer software, rate books, letters, records, supplies, and any such related items connected with AHL's business.

(f) If this Agreement is terminated for any reason, Producer shall forfeit any compensation otherwise due or to become due whenever the total of such compensation is less than \$300.00 during any calendar year.

(g) AHL may, in its sole discretion, suspend this Agreement, temporarily revoking Producer's authority to represent it, during any reasonable period of investigation, to determine whether conditions exist to warrant termination for cause. Producer shall reasonably cooperate with AHL in any such investigation, to include producing necessary documents and providing other information requested. During such period of investigation, AHL shall not be obligated to remit any compensation due or becoming due.

FORFEITURE

6. In addition to the provisions set out elsewhere in this Agreement, at any time while this Agreement is in effect or after it terminates, Producer shall forfeit and shall not be entitled to receive any commissions or service fees otherwise due or to become due, if Producer:

- (a) Engages in any of the acts specified in Paragraph 5(b); or
- (b) Defaults in repayment of any debt to AHL; or
- (c) Dissolves it's legal entity, if Producer is a partnership or corporation; or
- (d) Invokes any form of federal bankruptcy jurisdiction or state jurisdiction for receivership, liquidation, or conservatorship, but then only to the extent that any debt to AHL is then due or that may thereafter become due from Producer, whether arising hereunder or otherwise.

ASSIGNMENTS

7. (a) This Agreement may not be assigned by either party without the prior written consent of the other party.

(b) No assignment of any commissions or any other amounts, or any portion thereof, due or to become due to Producer hereunder shall be valid and recognized by AHL unless authorized in writing by AHL, through an officer thereof. Any assignment so authorized shall be subject to the provisions of this Agreement and to the provisions of law, and shall be subordinate to any and all indebtedness of Producer to AHL then or thereafter existing.

INDEBTEDNESS

8. (a) Any debt Producer owes to AHL shall be payable at AHL's home office in Jacksonville, Florida. AHL may, at any time, offset against any compensation due Producer from any subsidiary of The Allstate Corporation (to include AHL) any debt owed by Producer to any subsidiary of The Allstate Corporation (to include AHL), and such debt shall be a first lien on any such compensation. As to debts Producer owes to AHL, AHL shall have the right to determine to which indebtedness any payment made by Producer, whether offset or otherwise, shall be applied.

(b) AHL shall have the right, at its discretion, to charge interest on any debt owed by Producer to AHL from the time said indebtedness was incurred, at a per annum rate equal to the prime commercial rate as charged by Bank of America (or its successor) from time to time; provided, however, that such rate shall not exceed the rate permitted to be charged by law.

(c) Producer shall pay all costs and expenses, including collection fees and/or reasonable attorneys fees, which may be incurred by AHL in the collection of indebtedness hereunder.

(d) Should Producer appoint subordinate producer(s), Producer unconditionally guarantees payment of, and accepts full and complete responsibility for, all debts of whatever kind or nature of all

such subordinate producer(s). Any debt owed to AHL by a subordinate producer of Producer shall, upon default in payment by the subordinate producer, be paid by Producer within 15 days of notice by AHL to Producer or may be setoff by AHL as described in Paragraph 8(a).

GENERAL

9. (a) AHL may prescribe the form, plan, rates, commissions, service fees, and character of policies for which applications may be solicited, and may from time to time change or discontinue any form, plan, rates, commissions, service fees, or character of any policy now or hereinafter in use. Such changes or discontinuations shall not affect policies or compensation on policies issued prior to the date of said changes or discontinuations.

(b) Producer shall use its best efforts to keep in full force and effect all insurance issued by AHL. Producer shall so conduct all actions as not to affect adversely the business, good standing, or reputation of Producer or AHL. Producer agrees to maintain all records and books required of a licensed agent by law and/or regulation. Producer agrees to comply with all laws and regulations and with all published bulletins, field letters, or any other written communications from AHL now in force and such as may be hereafter adopted.

(c) Producer shall have no power or authority other than herein expressly granted and no other or greater powers shall be implied from the grant or denial of powers expressly mentioned herein.

(d) Producer shall have no claim for compensation for having introduced or brought to the attention of AHL any business opportunity, except under a written agreement with AHL to pay such compensation, signed on behalf of AHL by a vice-president or higher officer of AHL.

(e) The forbearance or neglect of AHL to insist upon strict compliance by Producer with any of the provisions of this Agreement, whether continuing or not, shall not be construed as a waiver of any of AHL's rights or privileges hereunder. No waiver of any right or privilege of AHL arising from any default or failure of performance by Producer shall affect AHL's rights or privileges in the event of a further default or failure of performance.

(f) Producer shall not reproduce any software or other material provided by AHL without the prior written permission of AHL. All such material shall be used exclusively in the performance of this Agreement and may not be used or distributed for any other purpose without the prior written permission of AHL.

(g) Neither Producer nor any employee, associate, officer, director, principal, or other representative of Producer's business has been convicted of a felony. Producer will notify AHL immediately, in writing, if Producer or any employee, associate, officer, director, principal, or other representative of Producer's business is convicted of a felony.

CONFIDENTIAL INFORMATION

10. (a) Confidential Information includes all individually identifiable health information and other information about a person that:

- a person provides to obtain AHL insurance,
- results from an AHL insurance transaction, or
- is otherwise obtained in connection with providing AHL insurance, such as: identities, names,

addresses, and ages of policyholders; types of policies; amounts of insurance; premium amounts; policy renewal dates; policyholder listings, claim information; any policyholder information subject to any privacy law; and information identified by AHL as confidential.

(b) Producer agrees that he will:

- (1) use Confidential Information only for the purpose for which it was disclosed and only to carry out the provisions of this Agreement, and
- (2) not disclose Confidential Information to third parties unless necessary to meet his obligations under this Agreement, and then only to a third party similarly bound by the same privacy standards, and
- (3) continue to treat Confidential Information in this manner even after termination of this Agreement, and
- (4) comply with all applicable privacy laws and regulations, and AHL policies and procedures regarding Confidential Information.

APPROVAL OF SOLICITATIONS

11. Producer shall not publish or disseminate any type of solicitations, forms, advertisements, or material concerning AHL or its products without the prior written consent of AHL.

JURISDICTION AND VENUE

12. This Agreement and the relationship of the parties shall be governed by the laws of the State of Florida applicable to agreements executed and performed within the State of Florida and without giving effect to any rules for conflicts of laws. The parties further agree and acknowledge that in the negotiations leading up to the execution of this Agreement and the performance of this Agreement they are purposefully availing themselves of the benefits and laws of the State of Florida and as such the parties hereby consent that they are subject to personal jurisdiction within the State of Florida as to any dispute arising out of or related to the inception or performance of this Agreement, and further hereby waive their right to contest the exercise of personal jurisdiction over them within the State of Florida.

The parties further agree that in any dispute arising out of or related in any way to the solicitation, negotiation, inception or performance of this Agreement (whether the dispute is couched in terms of contractual, statutory, or common law grounds) said dispute shall be exclusively resolved by a Court of competent jurisdiction within the State of Florida and specifically located within the venue of Duval County, Florida and the parties agree that in the event any claim, action, lawsuit or other proceeding is filed in a forum other than one located in the State of Florida, County of Duval, said claim, action, lawsuit or other proceeding shall be dismissed, transferred or abated and the dispute shall be pursued in an appropriate forum located within the State of Florida, County of Duval.

WAIVER; AMENDMENT

13. No waiver or amendment of this Agreement shall be effective unless in writing, expressing by its terms an intention to modify this Agreement, and signed by duly authorized representatives of both parties. However, AHL reserves the right to amend or supplement this Agreement by field bulletin, letter, email, publication on a website maintained by AHL for insurance producers, or other appropriate official written communication. Producer's continuing relationship with AHL hereunder after transmission by AHL of such official written communication shall conclusively constitute assent thereto.

Producer shall provide to AHL, and update as necessary, a current email address to which such official written communications may be sent. Producer's failure to provide to AHL a current email address shall constitute a waiver of Producer's right to notice of such official written communication.

SUBORDINATE PRODUCERS

14. Producer shall not appoint any subordinate producers or submit business from other producers without the prior written consent of AHL.

SUPERVISION; RESPONSIBILITY

15. Each party is responsible to the other for its acts or omissions and the acts or omissions of its employees, agents and subordinate producers. Each party will indemnify and hold the other harmless from any losses or expenses on account of the acts or omissions of the party or its employees, agents and subordinate producers.

PROFESSIONAL LIABILITY INSURANCE

16. Producer will maintain Errors and Omissions coverage with an insurance company rated "A" or better by A.M. Best with a policy limit of not less than \$1 million per occurrence. AHL may change this minimum policy limit with written notification to Producer. If Producer is not an individual, such insurance will provide coverage for the conduct of all licensed insurance agents representing or acting on behalf of Producer.

ETHICS

17. AHL is committed to ethical market conduct and fully supports the Principles and Code of the Insurance Marketplace Standards Association (IMSA). Producer hereby acknowledges receipt of AHL's Policy Statement regarding ethical market conduct and agrees to conform his performance of this Agreement to those standards.

COMPLAINTS

18. Producer will document and promptly report to AHL all customer and regulatory complaints involving Producer's conduct under this Agreement, and/or the conduct of AHL or any of its representatives regarding applications, policies, or claims. Producer further agrees to fully cooperate with AHL in the investigation and resolution of such complaints.

NUMBER AND GENDER

19. Whenever required for proper interpretation of this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

ENTIRE AGREEMENT

20. This Agreement contains the whole and complete agreement between the parties hereto relating to the agent number set out on page one of this Agreement. The terms of all previous contracts between AHL and Producer affecting this agent number which conflict with or differ from the terms hereof are hereby superseded and replaced with the terms of this Agreement.

COMMISSION LEVEL(S) AND VESTING

21. The following commission level(s) shall apply in computing all commissions and service fees due Producer under this Agreement, using the Commission Schedule Series E published after 12/31/02, which AHL may change from time to time, as described in Paragraph 13:

22. Service fees do not vest. Service fees terminate when this Agreement terminates for any reason.

23. Subject to the forfeiture provisions contained herein and any addenda, first year commissions shall vest in Producer immediately and renewal commissions shall vest in Producer on _____.

Accepted:

American Heritage Life Insurance Company

Producer (please type)

by: _____
Authorized Company Representative

Signature/Title

Effective Date of Agreement: _____

Please sign the following page **only**
if you want commissions advanced.

If you want commissions paid
'as earned', do not go any further.



American Heritage Life Insurance Company

Jacksonville, Florida

ANNUALIZATION ADDENDUM

Attached to and made part of the Agreement ("Agreement") between American Heritage Life Insurance Company ("AHL") and the insurance producer named below ("Producer") regarding Producer's agent number listed below ("Agent No.").

1. Producer hereby applies for and AHL agrees, upon acceptance of this addendum, to advance to Producer monies as follows:

(a) AHL will advance _____% of the annualized first year commissions payable to Producer on net Cash With Application (CWA) insurance premium submitted by Producer. Net CWA is gross written annualized first year premium, other than C.O.D. cases, less first year lapses, cancellations, and withdrawals, as determined by AHL according to its practices and procedures in effect at the time of commission computation.

(b) AHL will advance _____% of the annualized first year commissions payable to Producer on net Issued, Delivered, and Paid (IDP) insurance premium submitted by Producer. Net IDP is gross IDP annualized first year premium less first year lapses, cancellations, and withdrawals, as determined by AHL according to its practices and procedures in effect at the time of commission computation.

(c) AHL may, in its sole discretion, choose to not pay advance commissions on any policy issued on the life of Producer, members of Producer's immediate family, or on the life of any other producer(s).

(d) The maximum advance on any one policy issue is \$_____.

(e) The maximum advances (CAP) aggregate limit of all policy issues per week is \$_____.

2. All advances are loans to Producer, for which Producer is personally indebted to AHL to repay at AHL's home office in Jacksonville, Florida.

3. In consideration of this addendum's incorporation into the Agreement and in consideration of the provisions contained herein and as security for the repayment of any obligation by reason of advances to Producer, Producer assigns, transfers, and sets over to AHL, its successors or assigns, all of Producer's said commissions and service fees for so long as there is any obligation remaining unpaid to AHL, with the understanding that all such commissions and service fees accruing to Producer's credit will be applied by AHL, on an as earned basis, to the repayment of any obligation resulting from advances made to Producer.

HOME OFFICE USE ONLY AGENT NO. _____

4. Producer will indemnify AHL for any debt resulting from advances paid pursuant to the Agreement which are unearned. Any compensation otherwise payable to Producer by AHL, whether arising from the Agreement or otherwise, may be used to satisfy this demand for indemnity hereunder by offsetting such debt against such compensation.

5. In the event of termination of this addendum or the Agreement, for whatever reason, before all of Producer's obligations incurred by reason of such advances have been satisfied by payment, Producer shall, within thirty (30) days of such termination, satisfy by payment all of such obligations to AHL; provided, however, that AHL may, at its option, provisionally waive the requirement that such obligations be paid within thirty (30) days of said termination and allow Producer to satisfy such obligations by what AHL, in its sole discretion, considers a suitable time frame; provided further, however, that AHL may, at any time, in its sole discretion, rescind any such provisional waiver, without notice, and thereupon be entitled to immediate satisfaction by payment.

6. AHL may, in its sole discretion and without notice to Producer:

- limit or discontinue any commission advances authorized by this addendum, and/or
- terminate this addendum without prejudice towards the Agreement or other addenda.

Accepted:

Producer (Please type)

Supervising Agent (Please type)

Signature/Title

Signature/Title

American Heritage Life Insurance Company

by: _____
Authorized Company Representative

Effective Date of Addendum: _____

American Heritage Life Insurance Company

Jacksonville, Florida

GUARANTY ADDENDUM

Attached to and made part of the Agreement ("Agreement") between American Heritage Life Insurance Company ("AHL") and the insurance producer named below ("Producer") regarding Producer's agent number listed below ("Agent No.").

In consideration of AHL entering into the Agreement with Producer, the undersigned individual, _____, ("Personal Guarantor") and Producer, do hereby provide to AHL the following guaranty:

1. Guaranty of Personal Guarantor. Personal Guarantor does unconditionally, jointly, severally, and individually, guarantee to AHL the prompt payment of any and all sums due AHL by Producer under the terms of the Agreement, and further agrees to indemnify and hold AHL harmless of and from any and all wrongful acts or conduct of Producer or Producer's employees, agents or subordinate producers, including all costs, expenses and attorneys' fees incurred by AHL in collection of any sums due AHL by Producer, or incurred by AHL in connection with any default of Producer of the terms and conditions of the Agreement. It is specifically agreed that this is an absolute and continuing guaranty and shall extend to and cover any and all forms of indebtedness and liability on the part of Producer to AHL heretofore accrued or hereafter accruing and shall not be limited to any amount whatsoever.

It is specifically understood and agreed that at the option of AHL, Personal Guarantor may be joined in any action, suit or proceeding commenced by AHL against Producer in connection with or based upon any default of Producer in the terms, conditions and covenants of the Agreement (to include, but not limited to, any indebtedness of Producer to AHL) and recovery may be had against Personal Guarantor in any such action, suit or proceeding, or in any independent action, suit or proceeding against Personal Guarantor, and without the requirement that AHL first assert, prosecute or pursue any remedy or claim that it might have against Producer.

Any sum due AHL by Producer shall, if not promptly paid by Producer, be paid by Personal Guarantor within 15 days of notice by AHL to Guarantor. Such payment shall be made at AHL's home office in Jacksonville, Florida. AHL may, in its sole discretion, offset against any claim by Personal Guarantor for compensation from AHL any sum then due AHL or that may thereafter become due from Producer, whether arising under the Agreement or otherwise, and such debt shall be a first lien on any such compensation.

HOME OFFICE USE ONLY AGENT NO. _____

2. Guaranty of Producer. Producer does unconditionally, jointly, severally, and individually, guarantee to AHL the prompt payment of any and all sums due AHL by any and all owners, shareholders, partners, principals or officers of Producer contracted, now or in the future, with AHL as an insurance producer ("Corporate Principals"), and further agrees to indemnify and hold AHL harmless of and from any and all wrongful acts or conduct of Corporate Principals or their employees, agents or subordinate producers, including all costs, expenses and attorneys' fees incurred by AHL in collection of any sums due AHL by Corporate Principals, or incurred by AHL in connection with any default of Corporate Principals of the terms and conditions of their agreement(s) with AHL. It is specifically agreed that this is an absolute and continuing guaranty and shall extend to and cover any and all forms of indebtedness and liability on the part of Corporate Principals to AHL heretofore accrued or hereafter accruing and shall not be limited to any amount whatsoever.

It is specifically understood and agreed that at the option of AHL, Producer may be joined in any action, suit or proceeding commenced by AHL against Corporate Principals in connection with or based upon any default of Corporate Principals in the terms, conditions and covenants of their agreement(s) with AHL (to include, but not limited to, any indebtedness of Corporate Principals to AHL) and recovery may be had against Producer in any such action, suit or proceeding, or in any independent action, suit or proceeding against Producer, and without the requirement that AHL first assert, prosecute or pursue any remedy or claim that it might have against Corporate Principals.

Any sum due AHL by Corporate Principals shall, if not promptly paid, be paid by Producer within 15 days of notice by AHL to Producer. Such payment shall be made at AHL's home office in Jacksonville, Florida. AHL may, in its sole discretion, offset against any claim by Producer for compensation from AHL any sum then due AHL or that may thereafter become due from Corporate Principals, whether arising under their agreement(s) or otherwise, and such debt shall be a first lien on any such compensation.

3. Jurisdiction & Venue. Without intending to limit application of other provisions of the Agreement, the parties specifically understand and agree that this addendum is subject to the Jurisdiction and Venue provisions of the Agreement.

Accepted:

Personal Guarantor (Please Type)

Producer (Please Type)

Signature

by: _____
Signature/Title

American Heritage Life Insurance Company

by: _____
Authorized Company Representative

Effective Date of Addendum: _____



MARKET CONDUCT POLICY

Allstate Workplace Division is committed to the highest ethical market conduct in the sale of insurance products, to include individually sold life insurance, annuities and long term care products. This involves more than complying with applicable laws and regulations. We at AWD must also commit ourselves to:

1. Conduct business according to high standards of honesty and fairness and to render that service to our customers which we would demand for ourselves by striving to:
 - a. Determine the insurable needs or financial objectives of our customers and provide products which help meet those needs and objectives.
 - b. Constantly improve our sales and marketing practices.
2. Provide competent and customer-focused sales and service by assuring that those involved in the sales process:
 - a. Are of good character and business repute, and have appropriate education, qualifications, and training.
 - b. Are duly licensed, appointed or otherwise qualified under applicable state law.
 - c. Are knowledgeable of our products and operation.
 - d. Participate in continuing education.
3. Engage in active and fair competition by:
 - a. Refraining from disparaging competitor insurance companies.
 - b. Providing to our customers information they need when considering insurance replacement.
4. Provide advertising and sales materials that are clear as to purpose, and honest and fair as to content by:

- a. Using this material in a manner consistent with the needs of the customer, based upon fair dealing and good faith, and with a sound basis in fact.
 - b. Using sales materials which are sufficiently comprehensible.
 - c. Using illustrations which are accurate, fair, and complete and contain appropriate disclosure.
5. Provide for fair and expeditious handling of customer complaints and disputes by:
- a. Identifying, evaluating, and handling complaints in compliance with the law.
 - b. Making good faith efforts to resolve complaints and disputes.
6. Maintain a system of supervision and review that is reasonably designed to achieve compliance with these principles through:
- a. Policies and procedures designed to comply, and monitor our compliance, with this policy statement and applicable laws.
 - b. A system of supervision of our market activities in order to monitor our compliance with this policy statement and applicable laws.
 - c. Providing compliance training for employees and producers.

The principles outlined above form the basis of the Insurance Marketplace Standards Association ("IMSA"). AWD, through its underwriting company American Heritage Life Insurance Company, is committed to maintaining membership in IMSA and to promoting compliance in our organization and throughout our industry with the principles outlined above.

David A. Bird
President, Allstate Workplace Division