Producer Contracting Instructions

www.avivausa.com

Aviva Life and Annuity Company
7700 Mills Civic Parkway, West Des Moines, IA 50266-3862
Mailing Address: P.O. Box 1555, Des Moines, IA 50306-1555
Licensing and Contracting – Tel: 800 800 9882 Fax: 800 531 0038

Aviva Life and Annuity Company of New York
Home Office: Melville, NY
Tel: 800 252 4467

Thank you for your interest in Aviva Life and Annuity Company. Please make sure the following forms have been completed before submitting to your recruiter. Remember that the contracting process is not complete until all paperwork has been received and approved.

REQUIRED DOCUMENTS

- ☐ Independent Producer Contract Appointment Application and Agreement (form 61010)
- ☐ Signed Independent Producer Contract (form 16142)
  - ☐ If signing on behalf of a corporation or partnership, include title.
- ☐ Include copy(s) of current license(s), individual and corporate
- ☐ Anti-Money Laundering Training Certification*
  * Required for all vendors other than LIMRA.
- ☐ State Specific Training Requirements (if applicable)
- ☐ Contract Transmittal Form (to be completed by Recruiter)

OPTIONAL DOCUMENTS

- ☐ Electronic Funds Transfer (EFT), Authorization for Direct Deposit (ACH Credits) (form 14216)
- ☐ Assignment of Commissions (if applicable) (Form 15836)
  If commissions are being paid to a corporation, a corporate W-9 must be attached.
- ☐ Designation of Beneficiaries for Commissions (form 14426)

Additional documentation may be required based on the type of distribution(s) you wish to become contracted with.

Return all paperwork to your recruiter. Your recruiter will then forward your paperwork to Aviva Life and Annuity Company for contracting.

Independent Producer Contract Appointment Application and Agreement

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AVIVA

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Life Customer Contact Center – Tel: 800 800 9882 Fax: 800 531 0038
Annuity Customer Contact Center – Tel: 888 266 8489 Fax: 866 709 3922

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SECTION 1

Check all Aviva company(ies) with which you wish to apply for an Independent Producer Contract:

☐ Aviva Life and Annuity Company ☐ Aviva Life and Annuity Company of New York:
☐ General Agent ☐ Associate General Agent ☐ Agent

SECTION 2 - NEW BUSINESS

☐ **New business pending or submitting new business with this appointment application.**

Owner's Name	State of Sale	Date of Application
		/ /

SECTION 3 - APPLICANT INFORMATION (NOTE: * = Required field)

* Last Name	* First Name	Middle Init.

Former Names	* Gender ☐ Male ☐ Female

* Social Security Number	* Date of Birth
___ ___ ___ - ___ ___ - ___ ___ ___ ___	/ /

* Home Address	* City

* County	* State	* Zip Code

* Mailing Address (required if P.O. Box above)

Residence Phone	* Business Phone	* Fax

* E-mail Address	* National Producer Number (NPN#)

SECTION 4 - ERRORS & OMISSIONS COVERAGE (Required for Appointment)

(Errors & Ommissions certificate not required if this section is completed.)

Are you currently covered by Errors and Omissions coverage? . . . . . ☐ Yes ☐ No

If yes, what type of policy are you covered under? ☐ Individual ☐ Corporate

Provide E&O coverage carrier (required)	Policy # (required)	Expiration Date

NOTE: You are required to maintain Errors & Omissions (E&O) insurance coverage at all times with policy limits of at least $1,000,000 per claim/$1,000,000 annual aggregate, or such other limits as we may require from time to time.

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SECTION 5 - QUESTIONNAIRE

Respond to all questions for you personally and on behalf of any organization over which you have exercised or currently exercise control. (Note: If you answer "Yes" to any question, then you must attach an explanation and related documents - e.g. orders, settlement agreements, Sec. 1033 waiver.)

a. Have you ever applied for a contract with any of the Aviva companies? ☐ Yes ☐ No

If Yes, then list the Aviva companies and agent codes:

b. Do you hold a securities license? ☐ Yes ☐ No

If Yes, who is your broker/dealer: *CRD#*

c. Have you ever had your insurance license, securities license, or other fiduciary license suspended or revoked, or have you ever had an application for an insurance license denied by an insurance department? *(other than for noncompliance with continuing ed. or renewal fee requirements)* ☐ Yes ☐ No

d. Have you ever had a complaint filed, a regulatory inquiry/ investigation, an arbitration, or been sued by an insurance department, NASD, state securities office, attorney general or any other regulatory agency? ☐ Yes ☐ No

e. Has any lawsuit or claim ever been made against you, your surety company, or errors and omissions insurer arising out of your sales or practices, or, have you been refused surety bonding or E&O coverage? ☐ Yes ☐ No

f. Are you presently involved in any litigation or are there unsatisfied judgments or liens (including state or federal tax liens) against you? ☐ Yes ☐ No

g. Have you been charged with or pled guilty to, nolo contendere to or been found guilty of any felony or of any misdemeanor, or, are you now under indictment? ☐ Yes ☐ No

**If you were convicted of any felony involving dishonesty or a breach of trust, then you must provide us with proof of written consent from the State Insurance Commissioner to work in the insurance business. (See 18 U.S. Code Sec. 1033).*

h. Does any insurer, insured, or other person claim any commission chargeback or other indebtedness from you as a result of any insurance transactions or business? ☐ Yes ☐ No

i. Have you ever been discharged from any employment or had an agent contract terminated for reasons other than low production? ☐ Yes ☐ No

j. Have you filed for bankruptcy in the last 7 years? ☐ Yes ☐ No

k. Have you completed the required anti-money laundering training program? ☐ Yes ☐ No
Proof of completed training course (if other than LIMRA) must be provided.

If you answered Yes to any questions (e) through (j), please attach an explanation and documentation for each.
Note: You are required to report any adverse action that may be taken against you in regards to Questions (e) through (j) to the Company's Legal Department within 5 days of such change.

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SECTION 6

FOR AVIVA LIFE AND ANNUITY COMPANY OF NEW YORK GENERAL AGENTS ONLY:

Commissions Paid: ☐ One Check to GA ☐ Separate Checks to GA

Recruiter Information

Recruiter Corporate or Individual Name		
Recruiter Phone	Recruiter Fax	Recruiter #

Corporation Information

Corporation Name	Tax ID Number
Names on Corporate License	
Corporate Address	

Contact Information:

For contracting questions, please contact:

Name	Phone #
Email Address	

SECTION 7 - DECLARATION AND AUTHORIZATION

By my signature below, I acknowledge that I have read the attached copy of the Independent Producer Contract and I understand this Application will form and become a part of my Contract. I agree to be bound by all of the terms and conditions of the attached Contract including any schedules, supplements, and amendments. I agree that, if appointed, any misrepresentation of facts herein provided will be grounds for termination of the Contract for cause at the sole discretion of the Aviva companies. I am not appointed to represent the Aviva companies listed above until and unless this Application is accepted by the companies. Upon acceptance of my application, the Contract shall consist of this Application, the Independent Producer Contract attached hereto, and any changes thereto the Aviva companies make from time to time, as posted on the agent website or as Aviva may notify me in writing. I represent and warrant that all information and answers to questions are true and complete.

Under penalties of perjury, I certify that:

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

Independent Producer Signature	Date
	/ /

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SECTION 8 - CONSUMER REPORT AUTHORIZATION

Authorization and Release for Use of Consumer Reports

In making this application for a Producer's Contract, I understand that a credit report and consumer investigation may be prepared. I understand that such reports may be prepared whereby information about me is obtained through personal interviews with neighbors, friends, or others with whom I am acquainted. These reports include information as to my character, reputation, personal characteristics, and mode of living. I understand that I have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of any investigation performed in preparing such reports. I understand that the Company may disclose to upline agent(s) and/or recruiter(s) any reports referred to in this Authorization, including any information obtained in the future on my sales or other activities and including any information relating to any termination of my contract with the Company and I authorize the Company to disclose any such information. The Vector One network will be checked for any reported outstanding producer debt with previous employers. I hereby authorize all of the Aviva insurance companies checked above (the "Company") to procure a credit report and/or consumer investigative report, and release the Company from all liability in connection from procuring and using such reports. This authorization and release, in original or copy, shall be valid for this and any other reports or updates.

For California, Minnesota, and Oklahoma Residents Only

Pursuant to the laws and regulations of the states of California, Minnesota, and Oklahoma, you are hereby notified that a consumer credit report will be obtained through:

Business Information Group	Vector One	NAIC
PO Box 541	PO Box 12368	2301 McGee Street, Suite 800
Southampton, PA 18966	Scottsdale, AZ 85267-2368	Kansas City, MO 64108-2662

in connection with this application. The Vector Insurance Network will be checked for any reported outstanding debt with previous employers. Please indicate below whether or not you wish to receive at no charge to you a copy of these reports.

☐ Yes ☐ No

☐ Aviva Life and Annuity Company

☐ Aviva Life and Annuity Company of New York

I also authorize the above checked Aviva insurance companies to share with any of the Aviva insurance companies with which I may contract now or in the future any credit reports and consumer investigation reports that may be obtained. I also authorize the Aviva insurance companies checked above to continually obtain credit reports and consumer investigation reports in the future without prior approval by me and without notice by the Company for as long as I may be contracted with the Company.

Signature of Producer	Date / /
Social Security Number ___ ___ ___ - ___ ___ - ___ ___ ___ ___	Printed Name

AVIVA

Independent Producer Contract

Producer: _____ Contract Date: _____

This Contract is made between the Aviva Company affiliate(s) listed on your Producer Contract Application for which you applied and its predecessors, successors and/or assigns ("we" and "us") and the person, firm or corporation named above.

1. Appointment

We hereby appoint you to act as our independent producer, subject to the terms and conditions stated below, to procure applications for the insurance products described in the attached addendums. You are authorized to solicit only those insurance products where the products have been approved for sale by the respective state insurance authority and you have been properly licensed. You agree to comply with all applicable governmental statutes, regulations, rules, regulatory opinions, decisions and other laws in conducting insurance business, and with our rules, policies, guidelines, operating procedures, etc. that we publish from time to time. You agree to make reasonable efforts to determine the insurable needs and/or financial objectives of the customer based upon relevant information obtained from the customer and enter into transactions that assist the customer in meeting their insurable needs and/or financial objectives including, but not limited to, conducting an insurance suitability analysis as may be required by law or Company practice. You may not apply as an owner of any insurance policy on the life of a prospective customer, nor list yourself as beneficiary of any such policy, unless you have a legitimate insurable interest in the life of the proposed insured as determined by appropriate law and by us. You may not make any representations, promises or warrants regarding product benefits or values not specifically stated in the insurance contract. This includes any statements that insurance current contract dividends or interest, or any contract values based on current dividends or interest, are guaranteed. This also includes any statements regarding the future projected values of any insurance product. You agree to notify us upon receipt of any customer complaint you or any of your sub-producers receive concerning you or any of your sub-producers, or us or any of our products in accordance with any complaint handling policy, procedure or guideline as we may publish from time to time. You also agree to give your full and complete cooperation in responding to any customer complaint or inquiry and will promptly respond, in writing, if and when we so request. You may not give any legal, investment or tax advice on our behalf unless licensed to do so.

2. Independent Contractor

You are our independent contractor. Nothing contained in this Contract may be construed to create an employer-employee relationship between you and us. You are free to exercise independent judgment as to the time, place and manner you may perform the acts you are authorized to perform under this contract; but from time to time we may set forth certain rules, policies, guidelines and operating procedures with respect to the conduct of business by which you must abide. You have no authority, express or implied, to act in any manner or by any means for or on behalf of us in any capacity other than that of an independent contractor, and you have no authority to act in any manner except as herein expressly set forth. No authority may be implied from the authority expressly granted herein. All applications for insurance contracts must be acceptable to us in our sole discretion and our right of acceptance or rejection is absolute and unrestricted. For commissions paid on all premiums, you are an independent contractor and are responsible for withholding and reporting any and all taxes, such as federal, FICA, state withholding and any local self-employment taxes on your commissions.

3. Authority over Producers

You have authority to recruit and recommend to us individuals to be appointed as our producers. No recommendation or application for appointment or contract will be effective until approved by us at our home office. You may designate producers on whose production you are to receive compensation from us, in a form that is acceptable to us. You are responsible for the activities of any such producers on whose production you are entitled to receive and/or have received compensation from us (referred to as "your producers"). You are responsible for providing proper and adequate supervision and training of your producers, and for such producers' compliance with the terms and conditions of their contracts with us and with all applicable governmental statutes, regulations, rules, regulatory opinions, decisions and other laws in conducting insurance business, and with our rules, policies, guidelines, operating procedures, etc. that we publish from time to time. You are responsible for all tax reporting that may be required with respect to your producers, including any withholding and reporting such as federal, FICA, state withholding and any local self-employment taxes.

4. Company's Exclusive Authority

Only we have the authority to change any of the terms, rates or conditions of our contracts or policies. You, on your own behalf or on behalf of your producers, have no authority personally or on our behalf to make, modify or waive any of the terms

or conditions of any insurance contract; to bind us by making any promise or by accepting any representation or information not contained in an application for an insurance contract; or to incur any obligation or liability for which we shall be responsible. We may at our discretion:

a. Modify or amend any insurance contract;
b. Set maximum and minimum limits on the amount for which any insurance contract may be issued;
c. Modify the conditions under which any insurance contract may be sold;
d. Discontinue or withdraw any insurance contract from your state(s);
e. Cease doing business in your state(s);
f. Establish rules governing the commissions to be paid on any insurance contract which has been reinstated, converted or has replaced an existing insurance contract;
g. Determine the amount of commissions to be paid on insurance contracts not enumerated herein;
h. Make charges for rejected, undelivered or reissued insurance contracts;
i. Audit the sales and marketing business practices of you or any of your producers, which may include onsite audits.

5. License

Subject to rules we may establish from time to time, we may pay license appointment fees required by the state in which you have your principal place of business.

6. Receiving Premiums

You have the authority to collect the first premium only and shall promptly remit that premium to us. We do not accept premium payments collected in the form of cash, money order, traveler's checks, third-party checks or "blank" (counter) checks. You may not commingle policyowner premiums with your personal funds or with your agency funds, and premium payments may not be remitted from personal or agency accounts (except on policies you personally own or except as specifically otherwise agreed in advance in writing). All monies received by you for or on behalf of us must be made payable to us, and you are not authorized to endorse or cash checks, drafts, money orders or financial instruments made payable to us. With respect to an application for a life insurance contract, if you collect an initial premium payment at the time of application you are to provide a completed Conditional Receipt Agreement to the customer with a copy to us along with the premium payment.

7. Advertising

You are responsible for knowing all laws, regulations and standards relating to the marketing and sale of insurance contracts in all states where you are licensed and/or conducting business.

Any sales promotion, sales material or other advertising material you use in connection with the solicitation and/or sale of our products must be submitted to us for our prior written approval of each specific item, pursuant to our published Advertising Guidelines.

8. Delivery of Policies

Insurance contracts must be delivered promptly and those not delivered within our required, published delivery period must be returned to us promptly.

9. Return of Premiums/Chargebacks

We may reject, decline, cancel, or modify applications for insurance contracts for any reason and at our sole discretion, and we may return the premium or any portion thereof to the customer. You are not be entitled to commissions with respect to any such insurance contract, and any such compensation paid to you will become an indebtedness of yours. Furthermore, you are not entitled to any compensation with respect to any such contracts or applications that are rescinded, declined or cancelled by us for any reason and you will immediately refund to us any such compensation upon our written demand. You will immediately refund to us any such compensation on insurance contracts which are rejected, cancelled, rescinded, not taken, or modified, or on returned premiums. With respect to insurance contracts which are refunded within the "free look" period, we will chargeback to you the entire commission paid on such insurance contract. You will return to us within five (5) days of written demand the applicable portion (or all) of any such commissions due to us with respect to this paragraph.

10. Other Company Policies, Procedures and Guidelines

You are responsible for reviewing, understanding and complying with all of our policies, procedures and guidelines which we publish from time to time, which are located on our producer extranet website. You acknowledge and agree to review these policies, procedures and guidelines upon confirmation of your appointment with us and to review them periodically throughout the term of your appointment. You will abide by, and will ensure that all of your sub-producers abide by all such policies, procedures and guidelines that we may establish from time to time, including, without limitation, our Premium Finance Guidelines, our Market Conduct and Compliance Practices and the requirements of federal and state law or regulation. You acknowledge and agree that all such policies, procedures and guidelines may be revised or discontinued by us at any time and from time to time, in our sole discretion and without prior notice to you.

You are required to maintain Errors and Omissions (E & O) insurance coverage at all times with policy limits of at least $1,000,000 per claim/$1,000,000 annual aggregate, or such other limits as we may require from time to time. You must provide us with satisfactory evidence of such E & O coverage as we may reasonably request from time to time, but at a minimum annually. You must provide us with notification within ten (10) days of any cancellation, change of policy provisions or carrier, or other termination of such E & O coverage. Failure to maintain said E & O coverage may result in your suspension or termination of your contract.

11. Privacy of Customer Information

We may from time to time provide you with certain non-public personal financial and health information on our customers for the purpose of performing services for us or functions on our behalf. You are expressly prohibited from disclosing or using a customer's non-public personal financial and health information other than to carry out the purposes for which we disclosed the information. Subject to applicable state or federal law provisions, such purposes include the joint marketing and/or marketing services of our products in the ordinary course of our business to carry out the joint marketing and/or marketing services of our products. You will keep all information strictly confidential. You will comply with all federal and state requirements regarding the disclosure of medical information, including but not limited to the provisions of HIPAA. You will maintain adequate privacy systems and safeguards to protect the confidentiality of such customer information, consistent with current law.

12. Contract Non-Assignable

Any assignment or pledge of your commissions under this Contract must have our prior written consent, and is subject to our prior security interest and right of offset. All other rights under this Contract are personal to you and may not be transferred or assigned by you.

13. Compensation

Compensation, fees and bonuses, if any, will be paid in accordance with the commission schedule provided to you, as modified from time to time, for production by you or your producers. Amounts payable to you on sales by your producers will be reduced by the amount payable to such producer(s), so that you will receive only the override on such sales. We reserve the right to revise the Commission and/or Service Fee rate levels set forth in the commission schedule at any time and from time to time, at our sole discretion. You must obtain your commission statements and production reports by accessing our producer extranet website. If commissions are payable to you by an upline producer under a "zero comp" or "license only" arrangement, you agree that we have no obligation to pay any compensation directly to you and you agree to indemnify and hold us harmless from all losses and expenses, including attorneys fees, resulting from any claim by you for such compensation, notwithstanding anything contained herein to the contrary.

We may amend from time to time the terms and conditions for payment of Compensation as set forth on any supplement. We will give you written notice of any such amendment. No amendment will reduce the Compensation paid to you on business sold by you or your producers prior to the effective date of the amendment. To the extent you are required by any state or federal law to disclose to a consumer your compensation earned, you will abide by any and all such requirements in a timely manner. You shall not discount or offer to discount premiums and you shall not engage or offer to engage in the direct or indirect rebating of compensation that is paid or payable in connection with the sale or purchase of our insurance products whether or not permitted under applicable state law.

No compensation or other fees will be paid on premiums waived under the provisions of any policy procured by you or any of your sub-producers.

14. Indemnity and Indebtedness/Right of Set-Off

You agree to indemnify and hold us harmless for any losses, claims, liabilities, lawsuits, costs or expenses we incur (including attorneys' fees and costs) as a result of any acts or omissions by you or your producers. This indemnity and hold harmless will extend to any debt you or your producers incur (including the costs of collection and attorneys fees). You agree to pay any debit balance owed to us when due, and any debit balance(s) of your producers remaining after completion of any debt collection we may undertake.

You grant to us a first priority security interest in all compensation payable to you to the extent of any indebtedness or other obligation you or your producers owe to us, and we will have the right of offset against any such compensation or any other monies paid or owed to you. Any amount not fully paid within thirty (30) days of demand will bear interest at the rate of 6.75% per year, as amended from time to time upon notice to you by us. This right of set-off will also apply to any compensation payable to you after termination of this contract.

15. Termination

This Contract may be terminated with or without cause by either you or us immediately upon written notice to the last known address of the other party. This Contract is terminated automatically without cause upon your death if it is an individually signed (non-corporate) contract, or if you are a partnership, LLC or corporation, upon any event legally or contractually causing the dissolution of that entity. We may terminate this Contract "for cause" immediately upon written notice to your last known

address. "For Cause" shall include, but not be limited to, the following:

a) you withhold, embezzle or misappropriate any money or other property belonging to us, to a policyowner or to an insured;
b) you subject us to a liability;
c) you fail to comply with the laws, rules or regulations of any federal, state or other governmental agency or body having jurisdiction over you or us, or with our rules and operating procedures, including without limitation those rules and procedures set forth in our Compliance Guide and our OFAC and AML policies and procedures;
d) you commit a material breach of this Contract;
e) you commit any fraud or material misrepresentation of fact including but not limited to misrepresentation of any fact on the Application for Contract;
f) you fail to pay any indebtedness to us upon demand;
g) you are, or have ever been, convicted of or plead guilty or nolo contendere ("no contest") to any felony or to any crime involving dishonesty, breach of trust, or violation of any federal law;
h) you are not a duly licensed insurance agent;
i) you engage directly or indirectly in rebating of commissions payable or paid in connection with the purchase of insurance contracts; or
j) you engage in any effort to systematically replace the policies or contracts written with us by you or your producers.

Upon termination for cause, no further compensation will be payable hereunder. Except as otherwise provided, first year and renewal commissions will be fully vested as premiums are applied. Upon termination with or without cause, no further service fee commissions or performance and persistency bonus payments, if any, will be payable, and supplies and all other property and materials, including marketing materials and company business cards, furnished by us will be returned to us within ten (10) days. In addition, any bonus plan and finance plan payments, if any, will cease upon any termination of this contract, unless agreed to otherwise by us in writing.

Following termination with or without cause, we may withhold any compensation or other monies payable to you for a period not to exceed 365 days.

16. Suspension

We retain the right, with or without prior notice, to place you and/or any of your sub-producers on suspension and/or suspend the processing of any submitted insurance or annuity applications as a result of (i) any suspected or alleged misconduct; (ii) any violation, breach, suspected violation or suspected breach of any provision hereof; or (iii) any complaint issued or disciplinary action taken, by any state or federal insurance agency or department, the National Association of Securities Dealers, or any other governmental or quasi-governmental entity. During the period of suspension, suspended agents may not take any action to solicit or procure applications for our products, directly or through agents, brokers or employees. Furthermore, during the period of suspension, suspended agents will not be entitled to qualify for any reward, incentive or other promotional programs including, but not limited to, conference credits, previously awarded to them or awarded during the period of suspension. The period of suspension will not exceed three (3) months or such longer period as we may deem appropriate for the investigation of such violation or suspected violation. We reserve the right to terminate you or any of your sub-producers at any time during the period of suspension and the duration of the suspension will count towards any requirement that you or your sub-producer receive notice of termination, including the notice requirements set forth in Section 15 above.

17. Arbitration

You and we agree that any disputes arising out of or relating to this Contract will be arbitrated in accordance with the Rules of the American Arbitration Association and the Federal Arbitration Act. Arbitration may not be initiated unless the party requesting arbitration has given the other party at least 30 days prior written notice of its intent to initiate arbitration and a detailed description of the basis of the dispute. A single arbitrator (or, in any matter in which the amount in controversy exceeds $100,000, a panel of three arbitrators) shall interpret this Contract in accordance with Iowa law and shall conduct proceedings in accordance with the Federal Rules of Civil Procedure. Any punitive damages awarded by the arbitrator(s) shall not exceed two times compensatory damages awarded. Any award of the arbitrator shall be deemed final and judgment upon such award may be entered and enforced in any Iowa District Court and transferred to any other jurisdiction. Such arbitration will be held in Des Moines, Iowa.

18. Non Interference

As a condition of, and material inducement to the consideration set forth herein, you agree you will not, for a period of two (2) years following termination of this Contract, directly, indirectly, or through others, induce or urge any policyowner, after termination of this Contract, to lapse, exchange, surrender or otherwise terminate any policy, or induce or urge any employee or member of our field force to terminate any relationship with us. In the event this provision is violated and without limitation of our other remedies, all your rights to Compensation under this Contract will immediately cease and you will be liable for any damages we suffer. You further agree that money damages for your breach of this provision will be inadequate and that we are also entitled to seek injunctive relief to prevent further breaches of this provision. We may seek that injunctive

relief, coupled with any claim by us for damages, in any state or federal district court in Des Moines, Iowa, and you agree that those courts have personal jurisdiction over you for the purpose of such actions, which shall not be subject to the Arbitration provisions of this Contract.

19. Contract Binding on Principals

In the event that you are contracting with us as a corporation, partnership, LP, LLC., or other business entity, it is further agreed and guaranteed by the principals of said business entity that all terms and conditions of this Contract shall be binding on them severally and jointly in the same manner as upon the entity named as the producer.

20. Consent to Electronic Agreement & Notice

In the event that you enter into this Contract by electronic means through our website, you hereby agree and consent that this Contract shall be legally binding upon your estate, heirs, executors, administrators, personal representatives, successors and assigns. You hereby waive any and all defenses that this Contract was not in writing or properly executed as may be required by the Statute of Frauds or any other similar law, rule or regulation. You hereby agree that we fulfill our obligation to deliver to you any document, statement, notice, or other communication if sent via electronic delivery. Documents sent by electronic delivery will contain all the information as it appears in the printed hardcopy version as prepared and distributed by the originator, with the possible exception of graphic insertions such as photographs or logotypes. Electronic delivery may be in the form of an email, an electronic mail attachment, or in the form of an available download from our website. You represent that you will download the relevant document promptly after receiving notice of its availability. Should you experience any difficulty opening a document electronically delivered by us, you will promptly advise us in order to allow us to make the required delivery by other means. Failure to advise us of such difficulty within forty-eight hours after delivery shall serve as an affirmation that you were able to receive and open said document.

21. Entire Agreement

Except for compensation payable with respect to business sold under any previous contract between you and us, this Contract supersedes any previous agreements between you and us. This Contract sets forth the entire agreement between you and us and may not be altered or modified except in a writing signed by you and our authorized officer. Notwithstanding the foregoing, we reserve the right to amend this Contract at any time, effective on a prospective basis only. Such amendment will be effective at such time as we display new Contract provisions at our agent website or when we notify you of such changes. Your continuation of the relationship created hereby will be deemed to be your acceptance of such changes. You may request the most current edition of this Contract by calling or writing us.

Except for our right to amend this Contract from time to time as stated above, for purposes of providing notices required or permitted by this Contract, waiving any right under this Contract, or amending any term of this Contract and notwithstanding any law recognizing electronic signatures or records, "a writing signed," "in writing" and words of similar meaning, shall mean only a writing in a tangible form bearing an actual "wet" signature in ink manually applied by the person authorized by the respective party, unless both parties agree otherwise by making a specific reference to this section.

No forbearance or neglect by us to enforce any term, condition, or provision of this Contract shall be construed as a waiver of any of its rights or privileges hereunder or affect its rights arising from any default or failure of performance by you. You agree that a declaration of invalidity or unenforceability of any particular provision or provisions of this Contract will not in any manner affect any other provision and that you will comply fully with all remaining provisions contained herein.

The provisions of any supplemental addendums, amendments or schedules attached hereto, including the Producer Contract Application signed by you and attached hereto, are incorporated in this Contract in their entirety by this reference, as if fully set forth herein.

This Contract shall be governed by the laws of the State of Iowa, without regard to principles of conflicts of law. In addition, the parties to this Contract agree that the District Court of Polk County, Iowa shall have exclusive jurisdiction over any and all disputes which may arise with respect to this Contract, consent to such jurisdiction, and agree that proper venue exists therein.

This Contract is executed below and upon our approval of the attached Application for Contract.

/s/ _____
COMPANY OFFICER NAME AND TITLE

/s/ _____
Producer name and signature

Assignment of Commissions

www.avivausa.com

Aviva Life and Annuity Company
7700 Mills Civic Parkway
West Des Moines, IA 50266-3862
Agency Services -Tel: 800 800 9882 Fax: 800 531 0038

Aviva Life and Annuity Company of New York
Home Office: Melville, NY
Tel: 800 252 4467

INSTRUCTIONS

Commissions are paid directly to you by default using Check Pay or EFT (Electronic Funds Transfer). Use this form to assign commissions to a business entity.

- Payment options have the choice of either EFT (Electronic Funds Transfer) or Check Pay.
- EFT will generate each period and be in your bank account within approximately two business days.
- Check Pay will generate a check on the first business day of every month and will include the prior month's commission balance due.

Default Option:	**Assignment of Commissions to a Business Entity:**
Commissions generate to your Social Security Number (SSN) and are paid directly to you by either check or to the bank listed on your EFT form (14216). a. You will receive a 1099Misc or W2.	Commissions generate to a business entity Tax Identification Number (TIN) and pay to the business entity. a. By electing this option, you instruct Aviva to assign all commissions AND tax liability to the business entity per the terms below. b. The business entity will receive a 1099Misc or W2.

This form is effective for all life insurance and annuity applications submitted by Agent to Aviva Life and Annuity Company ("Company") beginning on the date this form is executed but not before the date the Company receives this form. Once Company takes receipt of this executed form, Agent and Company have created an agreement wherein Agent instructs Company to pay all appropriate commission amounts directly and solely to business entity. This assignment shall be subject to the terms and conditions of the Agent's contract. Agent specifically agrees that such payment will discharge Company's payment obligation as set out in the Agent's contract or any other payment contract.

This agreement will terminate under the following circumstances: (1) Company takes receipt of appropriate written notification from Agent requesting an assignee change combined with an explicit release of the assignment of commissions from the business entity rendering this agreement null and void; (2) Company takes receipt of appropriate written notification from Agent requesting an assignee change because business entity has ceased to exist; (3) Company, in its sole discretion, terminates this agreement; or (4) dissolution of Assignee. In all circumstances, Agent and business entity agree to allow Company sufficient time to process the termination request.

Agent hereby irrevocably releases any and all interest in and to any commissions and hereby indemnifies and holds the Company harmless from any and all claims, demands or causes of action arising out of any resulting payment of any such Commissions, including any and all attorney fees, costs and expenses arising out of the defense of any such claim, demand or cause of action. The terms of this agreement shall be governed by, and construed in accordance with, the laws of the State of Iowa.

Please complete and send this form ONLY if you are choosing Assignment of Commissions to a Business Entity.

Assignment of Commissions

Business Entity Name	Tax Identification Number (TIN)
Business Entity Address	
Business Entity Authorized Signature	Date
Agent Name (Please Print)	
Agent Signature	Date

Electronic Funds Transfer (EFT) Authorization For Direct Deposits (ACH Credits) (For Agent Use Only)

www.avivausa.com

Aviva Life and Annuity Company
7700 Mills Civic Parkway, West Des Moines, IA 50266-3862
Mailing Address: P.O. Box 1555, Des Moines, IA 50306-1555
Agency Services – Tel: 800 800 9882 Fax: 800 531 0038

1. INFORMATION ABOUT THE AGENT

☐ New Request ☐ Change Request

First Name	Middle Initial	Last Name

Agent Code(s)
(EFT information will only be updated for codes listed here. To change ALL codes, write "ALL CODES" in this section.)

Date of Birth (mm/dd/yy) / /	Social Security Number / Tax Identification Number	Contact Telephone Number

Street Address	Email Address		
City	State	Zip	Address Change Requested:* ☐

*** For your protection, confirmation of your address change will be sent to you upon completion of this request.**

INSTRUCTIONS

This form is used to request direct deposit of your commissions into your bank account. Please provide all information requested on this form. Missing or incomplete information may delay the processing of your request.

2. BANK INFORMATION

I (we) hereby authorize Aviva to initiate credit entries as follows:

Account Name (as it appears on the account):

Bank Name:

Routing /Transit / ABA Number (Bottom left of check):

☐☐☐☐☐☐☐☐☐

Account Number (Bottom center of check):

☐☐☐☐☐☐☐☐☐☐☐☐

Type of account:

☐ Checking - Please attach a voided check for the listed account.

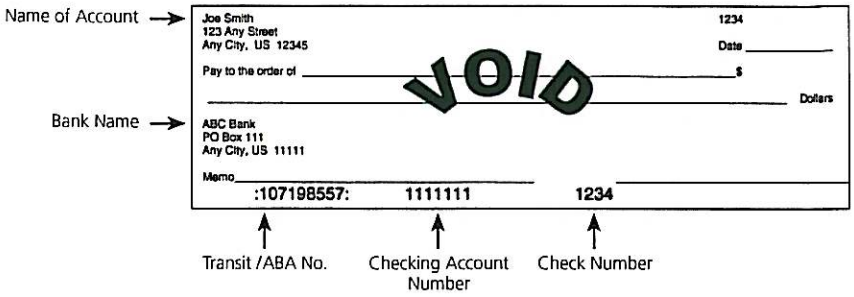
☐ Savings - Please attach a deposit slip for the listed account.

If you are unsure about the correct way to complete the form, please reference the sample check information on the following page.

Please complete next page

Electronic Funds Transfer (EFT)
Authorization For Direct Deposits (ACH Credits)
(For Agent Use Only)

www.avivausa.com



3. YOUR CONFIRMATION

I acknowledge that:

1) This request is to remain in full force and effect until Aviva has received written notification of termination in such time and in such manner as to afford Aviva and the Depository a reasonable opportunity to act on the notification.
2) I authorize Aviva to make interim payments by check to the address of record unless payments are currently being sent to an alternate address. If payments are currently being sent to an alternate address, I understand that the payment(s) will be mailed to that address until the direct deposit begins.
3) Funds will be released on the next cycle and may take 2-3 business days to reach your account. This processing time is dependant on your bank.
4) If attached voided check is to an entity other than the agent, we will deposit into that account with tax liability going to the agent's Social Security Number.
5) If the Agent intends to assign to a corporation, the attached check must be for the Corporation and an Assignment of Commissions Form must be completed; taxing liability will go to the Corporation's Tax Identification Number.

Agent Signature

Date

Company Rules on Anti-Money Laundering

Aviva does not support, and will not knowingly assist in any activity that facilitates money laundering or funding of terrorist or criminal activities.

Agents play an important role in our anti-money laundering program. Regulations require that Aviva and our distribution force collaborate in preventing money laundering by detecting and reporting suspicious transactions.

Please be advised that pursuant to contractual obligations with the Company, marketing organizations and agents are required to conform to all applicable federal, state, and local laws in conducting business as well as Company rules and regulations. All marketing organizations and agents must also comply with the Company's anti-money laundering procedures which include:

- The collection of customer information to detect and report suspicious transactions;
- The verification of the identity of the customer;
- The communication of suspicious activity to Aviva;
- The training of agents; and
- Cooperation with testing of the anti-money laundering program.

The Anti-Money Laundering Compliance Officer has the sole responsibility for responding to any inquiry regarding the subject matter of any suspicious activity report (SAR). An agent or broker must not, under any circumstances, disclose the fact that a SAR has been filed or considered, or the contents of a SAR, to the subject of a SAR or to any third party.

Aviva and its producers share an important responsibility to comply with Aviva's anti-money laundering program and all applicable anti-money laundering laws. The Anti-Money Laundering Compliance Officer is responsible for auditing compliance to the program. **A failure to do so will constitute grounds for discipline up to and including termination of appointment to sell Aviva products. In addition, violation of anti-money laundering laws may expose those responsible to substantial penalties and legal action under federal law.**

Please refer to the Producer Guide to Anti-Money Laundering located on our website, www.avivausa.com/agents for further information on agent obligations under our anti-money laundering rules.

Maureen Closson has been appointed as the Aviva Anti-Money Laundering Compliance Officer. She or her designee is responsible for monitoring agent compliance with these procedures. However, administration of agent AML requirements is the responsibility of Agency Services for on boarding new agents and Rita Holtz in Sales Support for on-going training.

Maureen Closson
SVP and Chief Compliance Officer
maureen.closson@avivausa.com
Aviva USA
7700 Mills Civic Parkway
West Des Moines, IA 50266-3862
CONFIDENTIAL
(515) 342-3199

Rita Holtz
Sales Support & Compliance Field Liaison
rita.holtz@avivausa.com
Aviva USA
7700 Mills Civic Parkway
West Des Moines, IA 50266-3862
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