



**Aviva Life and Annuity Company**  
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# Commission Annualization Amendment

IMO Code: \_\_\_\_\_ Agent Code: \_\_\_\_\_

Annualization Effective Date: \_\_\_\_\_ Annualization Percent: \_\_\_\_\_

Pursuant to the Agency Contract dated \_\_\_\_\_, and currently in force between \_\_\_\_\_ (Agent) and Aviva Life and Annuity Company (the Company), the Company has appointed Agent to solicit and procure applications for the Company's insurance contracts, both directly and through other Producers appointed by Agent on behalf of the Company, and the Company has agreed to pay Agent commissions on premiums or consideration received by it pursuant to the terms of said Agency Contract.

Said Agency Contract is hereby amended by the addition of the following:

**1. Annualized Commission on First-Year Premiums**

In the sole discretion of the Company, it may from time to time make payments of annualized commissions to Agent and/or to such above-described Producers as may be requested by the Agent in writing.

For purposes of this amendment, a payment of annualized commission shall mean the payment by the Company of a percentage of the balance of unearned first-year commissions on an insurance contract for which the premiums or consideration are to be paid to the Company during the first policy year by monthly preauthorized check (PAC).

First year premium payments, including any premium dump-ins received during the first year, offset the initial policy advance prior to release of any additional commissions of the policy. Additional first year commission after advance is offset is paid to agent as earned.

**2. Indebtedness**

If, after such payment of annualized commissions on an insurance contract, any portion of the first-year premiums or consideration for that contract shall fail to be paid to the Company when due, Agent shall be fully responsible for and shall repay the Company an amount equal to all commissions previously paid to Agent and/or to such IMO and Producers by the Company on all first year premiums or considerations remaining unpaid to the Company on such insurance contract at the time of such failure to pay. The amount to be repaid shall be the general indebtedness of the Agent to the Company, deemed incurred as of the time of such failure to pay, and shall be immediately due and payable in full by Agent, unless a subsequent due date for payment shall in the sole discretion of the Company be agreed to by the Company in writing. The Company may at any time without notice or demand to Agent or IMO exercise any rights or remedies available to it to enforce payment or collection of any such indebtedness, including, but not limited to charging to Agent all attorney's fees and other collection expenses as permitted by law. An indebtedness incurred by Agent or Agent's Producers shall, in the absence of any agreement in writing to the contrary, be loans payable upon demand. As security for any such loans, the Company shall have first lien upon any compensation payable to Agent under this or any other contract between Agent and the Company and may at any time deduct from any such compensation any such indebtedness.

**3. Chargeback**

For the purpose of calculating the first-year commission obligations of the Company to Agent under said Agency Contract, an offset and/or chargeback of commissions will be deemed as a negative commission reducing first-year commissions earned by Agent in the contract year in which such offset and/or chargeback occurs.

**4. Termination of Amendment**

This amendment shall terminate upon the termination of said Agency Contract or immediately upon written notice to Agent, whichever shall first occur. However, any indebtedness of Agent to Company resulting from payment of annualized commissions by Company shall accrue and be payable as though this amendment or said Agency Contract had not terminated.

Due to the possibility of charge back of commissions and refunded premiums, the Company will hold any compensation due the Agent for a period of up to one year. Once it is possible for the Company to release commissions, they will be sent to the Agent subject first to:

- (a) Any Debit Balance, and
- (b) Any Assignment of Commissions

**5. Counterparts**

This agreement may be executed in two or more separate counterparts, each of which shall be deemed to be an original hereof, but all of which shall constitute one and the same instrument.

**6. Annualization Authorization**

I hereby request Annualization of commissions generated by me, as writing agent, on business written for the Company through \_\_\_\_\_ . The Company may, at its discretion, discontinue annualization at any time.

**ANNUALIZATION SPECIFICATIONS:**

Annualized Percentage \_\_\_\_\_ Maximum Advanced Per Case \_\_\_\_\_

**APPROVED**

\_\_\_\_\_  
 Writing Agent - Please Print Name

\_\_\_\_\_  
 Aviva Life and Annuity Company

\_\_\_\_\_  
 Writing Agent's Signature

\_\_\_\_\_  
 Date

By: \_\_\_\_\_

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Independent Marketing Organization

\_\_\_\_\_  
 Title

By: \_\_\_\_\_

\_\_\_\_\_  
 IMO's Signature/ Title

\_\_\_\_\_  
 Date

