# Aflac University

## Per Diem Enroller Certification Workshop

Field Sales Guide

For Training Purposes Only

M1457 1/09

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Section 1

Expectations

## **Expectations**

The per diem enroller is a new role in the Aflac field force hierarchy. Per diem enrollers are vital to the success of one of Aflac's top initiatives—the broker sales strategy.

The expectations for per diem enrollers are high. They are expected to:

- Conduct themselves in a professional manner at all times, in accordance with Aflac's *National Sales Guidelines* (updated annually).
- Abide by the guidelines of Aflac's Insurance Fraud and Prohibited Practices memorandum (updated annually).
- Adhere to case-specific enrollment procedures and reporting requests.
- Act in the best interests of the account, its employees, the broker, and Aflac.

While participation as a per diem enroller is purely voluntary, it's also a privilege. Per diem enrollers will be representatives of our broker strategy, and as such, they are representing the Aflac brand.

The role of the per diem enroller is that of an independent contractor.



## Per Diem Enroller Certification Workshop

## Guidelines

Per diem enrollers (associates and coordinators) should generally meet the following guidelines:

- 1. Complete the Enrollment Certification workshop.
- 2. Have cumulated production of \$100,000 in force.
- 3. Have a no-pay rate of 13 percent or less.
- 4. Complete the Per Diem Enrollment Agreement.

Section 2

**C**ontract

## The Per Diem Enrollment Agreement

The Per Diem Enrollment Agreement (Form M1422) must be completed by associates who would like to become per diem enrollers. The contract, along with an assignment sheet, must be submitted to the Field Contracting and Compensation department, and a special writing number must be assigned prior to working as a per diem enroller.

The Per Diem Enrollment Agreement cannot survive the termination of the 2003 Associate's Agreement and, in the event that the 2003 Associate's Agreement is terminated, the Per Diem Enrollment Agreement shall also be simultaneously terminated. The Per Diem Enrollment Agreement may be terminated separately without having any effect on the 2003 Associate's Agreement. Either party may terminate the Per Diem Enrollment Agreement at will, without cause or reason, upon giving thirty days' prior written notice to the other party.

In addition, per diem enrollers must be licensed and appointed in all states where they sell and/ or solicit Aflac insurance policies. Per diem enrollers who will be working in New York need to contact the Aflac New York Associate's Licensing department to get appointed with Aflac New York. The Aflac New York Per Diem Enrollment Agreement is Form M1422NY.



Section 3

Compensation

#### **Daily Rate**

Per diem enrollers will be paid a daily rate of \$150. Enrollers will also earn \$10 per employee seen, up to a maximum of 16 employees per day. The daily rate does not increase if more than 16 employees are seen in a day.

The per-employee-seen rate is paid to the first per diem enroller to meet with an employee. This may or may not be the enroller who takes an application. For example, Kathy, a per diem enroller, meets with George, an employee at ABC Company. George is interested in Aflac's Hospital Intensive Care plan; however, he decides to go home and talk to his wife about applying for coverage. George and his wife decide to apply for family coverage and the next day, George meets with Ron, another per diem enroller. Ron takes George's application and submits it to worldwide headquarters for processing. Kathy earns the \$10 per-employee-seen rate. Ron earns renewal commission, stock bonus, and contest credit if the application is approved and the policy is issued, but he does not receive the \$10 per-employee-seen rate.

#### **First-Year Commissions**

Per diem enrollers are not entitled to receive first-year commissions on the policies sold in connection with their activities as per diem enrollers.

#### **Renewal Commissions**

Per diem enrollers are entitled to receive renewal commissions on the policies sold in connection with their activities as per diem enrollers as long as the Per Diem Enrollment Agreement is active. After the Per Diem Enrollment Agreement is terminated, associates may be eligible to receive renewal commissions based on the provisions in the 2003 Associate's Agreement.

#### Stock Bonus

Associates acting as per diem enrollers will be entitled to participate in the 1999 Aflac Associate Stock Bonus Plan under the terms and conditions outlined in the 2003 Associate's Agreement.

#### **Production Credit**

Associates receive production credit for all policies issued in connection with their activities as per diem enrollers. The associate's hierarchy is also given production credit.

## Per Diem Enroller Certification Workshop

#### **Contests and Awards**

Per diem enrollers can qualify for all national contests at their highest active level in the Aflac hierarchy.

# Section 4 The Enrollment

## Preparation

When acting as a per diem enroller, you must be prepared for every situation you'll encounter along the way. You should take the following steps prior to each enrollment to be sure that you have all the proper paperwork and technologies you'll need.

- 1. Be certain your SNG laptop is charged and dial in to worldwide headquarters for updates. Be sure you have the latest versions of all product applications for all states where you'll be enrolling.
- 2. Be sure your SNG pen tablet is in working order. Pack extra batteries and an extra pen. Pack a power strip and an extension cord. You do not know where the closest electrical outlet will be.
- 3. Pack plenty of brochures and paper copies of all applications. If your SNG unit fails, you can still take paper applications.
- 4. Pack PDA cards, and if an Aflac Flex One® plan is being offered, pack SRAs and FSA handbooks.
- 5. Make a folder with extra business cards, rate booklets, disability income replacement maximum amounts, instructions for claims, and Flex EFT forms.

Remember that many forms differ between Aflac and Aflac New York. Depending on the sites you are assigned to, you may need different versions of each form.

The consequences of failing to follow proper procedures can be far-reaching. The first step to a successful enrollment is proper preparation.



## Personal Presentation and Conduct

In our business, image is crucial to success. Especially in these times, with news of bailouts and bankruptcies on the front pages every day, we want to project the image of a healthy, stable company ready to assist accounts and policyholders.

You have only one-sixth of a minute to make a positive impression.

What comes to mind when you hear a joke about a used car salesman or someone's "insurance guy?" Do you get the image of a plaid sports jacket, an extra-wide tie, and bright green pants? Unfortunately, when many people think of an insurance salesperson, they have those images, too.

Dressing properly and adhering to basic business ethics are keys to dispelling the "insurance guy" notion and replacing it with how we'd like to be seen: as partners or consultants.

What you wear sets your image. Always check with the certified case manager (CCM) for the account regarding the proper dress code. Business attire is always acceptable. However, certain accounts may ask you to dress down to fit in with their employees.

Definitions of *business attire* vary from region to region and from district to district. Below are some universal suggestions for per diem enrollers.

- Ladies: When selecting skirts, remember that the hem should fall below the knee. Even though trends have made shorter skirts and skirts with slits popular, these are often viewed as inappropriate by prospects. The decision to wear a pantsuit is up to you. Most prospects will consider pants suits acceptable. Consider the industry or employer you'll be working with for direction.
- Men: Trousers should have a slight break in the them. Pants should not be highwaters nor should they be too long.
- Shirts: Both men and women should keep shirts simple. White is usually a safe choice. Subtle colors are okay. Men may wear light blue dress shirts and women may wear pastels.
- Shoes: Dark shoes can go with a variety of suits and hosiery. Comfort is of utmost importance. Shoes should be shined, and ladies' shoes should have a moderate to low heel.
- Jewelry: Ladies should wear only one pair of earrings. Watches should match the tone of the outfit. Rings and bracelets may be worn in moderation. One ring is most appropriate, except for ladies who may wear their engagement and wedding rings.

- Accessories: Keep handbags and briefcases in good repair. Discard or repair ripped or torn cases, or handbags that are falling apart. Backpacks do not create a professional image. Remember, a smile is your best accessory (and it's free)!
- Finer Points:
  - Be careful with perfumes and colognes. A fine mist is one thing, but bathing in scent is another. Some prospects may have allergies or may not enjoy being overwhelmed by your cologne or perfume.
  - Clean and press your winter coat. In cold months, it's the first thing clients and prospects notice about you.
  - Be sure you use an umbrella in a conservative color. Slide wet umbrellas under your seat if no rack is available. Do not leave them dripping on the floor.
  - Keep a small sewing kit in your handbag or briefcase to deal with life's little emergencies.
  - When working with prospects and clients, turn your cell phone and/or PDA off or place it in the "silent" mode. Be careful where you talk on your cell phone. If you don't want a conversation to be overheard, go to your car.

It's not just your appearance that prospects will notice. It's also the way you behave. Each day, we are faced with ethical dilemmas. How we react to them is what sets us apart.

Ethical dilemmas can be caused by:

- Pressure to meet sales goals or contest qualifications.
- Lack of proper procedure or policy.
- Deadlines or time pressure.
- Observing someone else doing it that way.
- Cutting corners in terms of money or time.
- A quest for power, prestige, career advancement, or revenge.

As a child, you may have done something wrong, and then tried to justify it to your parents to stay out of trouble, right? It's a part of growing up. However, it is <u>not</u> a part of Aflac's culture. When faced with an ethical dilemma, ask yourself these questions:

- 1. Does my decision affect anyone besides me?
- 2. Am I out to make one sale or to build loyal clients?
- 3. What is the price to pay?

Consider the scenario on the next page, and then decide how you would handle the situation.

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It's 4:45 p.m. on the final day of the enrollment at Ultra-Large Tire Stores, a 40,000-employee account brought to Aflac by Huge Brokers, Inc. You've got one employee left to see, Heather Simon, sister of Ultra-Large's CEO. You make an excellent presentation, and Heather decides to apply for the Short-Term Disability, Hospital Intensive Care, and Cancer policies. While asking the underwriting questions on the PSTD application, Heather indicates that she was diagnosed with systemic lupus several years ago, but that she hasn't had any symptoms in the last 18 months. You know that this condition will disqualify her from coverage. However, Heather is the sister of the CEO, so you know the situation requires extra care. The CEO has a reputation for being a hothead, so you call Thomas, your CCM, but you receive an out of range message on his cell phone.

What should you do?	
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Direct questions to your certified case manager. Also, refer to the *National Sales Guidelines* and Insurance Fraud and Prohibited Practices memorandum for guidance. Both documents are updated annually, and they are available through the Associate Services Web site.

Aflac does not tolerate unethical behavior from our associates or our employees. If you see any of the following behaviors, please report them to your CCM immediately:

- Sexual harassment
- Use of narcotics
- Use of alcohol during working hours
- Misuse of property
- Theft
- Creative field underwriting

## Contact With the Local Site Manager

Most of the time, contact with the site manager will be handled by the certified case manager. However, from time to time, you may be enrolling in a location not easily reached by the CCM. In that instance, you may be asked to facilitate the enrollment with the local site manager.

It is important to treat the site manager with the same respect you treat any other business owner. The site manager is probably responsible for his or her location's profitability, and taking up employee time for an enrollment could have a temporary effect on production.

Make contact with the site manager immediately upon being asked to do so. Often, the site manager has been told to expect your call. Schedule a mutually convenient time to coordinate a pre-enrollment visit. Provide the site manager with any information he or she needs to assist you.

#### You should discuss:

- Times and dates for the enrollment.
- Proper attire for enrollers.
- Locations for group meetings (if applicable).
- Locations for individual meetings.
- The amount of time required to see each employee.
- Any potential problems that may come up, such as fear of layoffs, etc.

## **Daily Expectations**

It is expected that you will spend approximately 15–20 minutes with each employee. You should assist each employee with applying for coverage or completing a waiver.

Overselling will not be tolerated. *Overselling* occurs when an employee purchases more Aflac products than he or she can afford. The result is usually not good for the employee, the account, the enroller, the broker, or Aflac. Consequences of overselling include:

- Charge-backs or higher no-pay rates, which will affect your income and contest qualifications.
- Distrust between you, the employees, the account, and the broker.
- A disservice to the client.
- Possible termination of your per diem enroller contract.

#### Per Diem Enroller Certification Workshop

Another potential problem involves high-pressure selling. *High-pressure selling* can occur when you've answered an objection, but the employee still doesn't want to apply for coverage. If you continue to press, you cause the employee to become uncomfortable.

One of the quickest ways to get bad publicity within an account is to use high-pressure sales techniques. The site manager or CCM may even ask you to leave an account if they receive complaints about high-pressure sales. Keep your approach consultative.

During the enrollment, you will be given sensitive information that needs to be kept confidential. Some of the time, you will have employees' salaries. Other times, employees will disclose information about personal health conditions. You may also discover how long an employee is planning to stay at the company, his or her marital situation or sexual orientation, trade secrets, problems employees are having with other employees, or general office gossip. The best thing to do is keep the information to yourself and not get drawn into conversations about what you've heard.

## Required Paperwork

At the end of each day's enrollment, you should complete the Per Diem Consolidation Report and submit it to your CCM via e-mail. This form serves two purposes:

- It helps the CCM keep track of which employees have been seen and alerts him or her
  to any potential issues. The CCM can use these reports to figure out how much of the
  enrollment is complete, how many more enrollment days will be needed, and how many
  per diem enrollers will be needed. The CCM can also head off potential issues with the
  human resources department.
- 2. It serves as a "receipt" for your daily activity. Without this report, per diem enrollers cannot be paid accurately.

## **Products**

Per diem enrollers must only offer the products that have been approved for a specific account. Do not offer additional products, even if the employee requests them. Notify your CCM that there is interest in additional products, so the information can be passed to the broker for annual re-enrollment.

## **Technology**

In almost all cases, you will use SNG to take applications. SNG software allows you to import employee census data prior to the enrollment so you can retrieve each employee's address, date of birth, and other information quickly. Before beginning work as a per diem enroller, be sure you dial your laptop in to worldwide headquarters to get the most current group download. Creating your own group authorization form can cause mismatches and pended business.

Sometimes, you will be called upon to conduct enrollment using EBC (Employee Benefits Communication) software. In addition to taking applications for Aflac policies, with EBC you will record elections for core benefits being offered by the employer. At the end of the process, the employee's hidden paycheck will be displayed, showing the employee the value of his or her benefits. EBC enrollments take an average of 30 minutes per employee.

You will be notified when an EBC enrollment has been requested by an employer. You should always check with the CCM for the account to be sure you've got the most recent version of the EBC software. You should also practice with the software prior to the enrollment, as it's not a program that is frequently used.

## **Situation Codes**

Be sure you use the correct situation code for each account. Failure to do so will cause payment of commissions to the wrong hierarchy.

Section 5
Ongoing Service

## **Expectations**

The agent of record for a particular policy may be called upon to provide assistance with claims or additions of new family members. These requests should be handled within 24 hours of receipt, according to standard servicing guidelines.

Section 6

Forms

## **Forms**

Per Diem Enrollment Agreement	M1422
Per Diem Enrollment Agreement (New York)	M1422NY



#### **Per Diem Enrollment Agreement**

## American Family Life Assurance Company of Columbus (Affac)

Worldwide Headquarters • Columbus, Georgia 31999

#### AMENDMENT TO ASSOCIATE'S AGREEMENT

#### PER DIEM ENROLLMENT AGREEMENT

WHEREAS, the undersigned is currently an Associate with American Family Life Assurance Company of Columbus ("Aflac" or the "Company") pursuant to a 2003 Associate's Agreement, the terms of which are expressly incorporated herein by reference; and

WHEREAS, pursuant to Paragraph 11.2 of the 2003 Associate's Agreement, Associate and Aflac desire to execute this Amendment to Associate's Agreement/Per Diem Enrollment Agreement ("Per Diem Enrollment Agreement") in order to set forth the responsibilities, duties, and obligations of Associate as a "Per Diem Enroller"; and

WHEREAS, Associate and Aflac agree that this Per Diem Enrollment Agreement completely replaces and supersedes any prior or existing agreement or amendment between the parties setting forth the terms and conditions of Associate's contract to serve as a Per Diem Enroller or in any similar capacity with Aflac;

NOW, THEREFORE, Aflac and Associate do hereby covenant and agree as follows:

#### PARAGRAPH ONE: Per Diem Enrollment Program

The Per Diem Enrollment Program (the "Program") is a voluntary program for Aflac Associates under which the Associate may choose to be trained to work with brokers to solicit and enroll individuals for Aflac Policies. An Associate's decision to participate in the Program constitutes an agreement by the Associate to abide by the terms and conditions of the Program, which may be amended or modified by Aflac at any time and for any reason at the sole discretion of the Company. An Associate's decision to participate in the Program does not confer any rights to the Associate to act as a broker of insurance services or products for Aflac or to be compensated for the Associate's services beyond the terms of this Per Diem Enrollment Agreement. An Associate who participates in the Program will continue to be assigned to the same state under the terms and conditions of the Associate's 2003 Associate's Agreement.

M1422 (12/08)

#### PARAGRAPH TWO: Relationship

- 2.1 <u>Independent Contractor</u>. Associate represents, warrants, and agrees that Associate's performance under this Per Diem Enrollment Agreement shall be as an independent contractor of Aflac. Nothing in this Per Diem Enrollment Agreement shall be construed or deemed to create a relationship of employer or employee, partnership, joint venture, or principal or agent, nor shall this Per Diem Enrollment Agreement be construed in any proceeding or for any purpose whatsoever between Associate and Aflac so as to make one party liable to a third person for the debts, faults or actions of the other. Associate shall indemnify Aflac in full for any claims, demands, costs, liability or harm, including reasonable attorney's fees, suffered by Aflac as a direct or indirect result of Associate's breach of this Per Diem Enrollment Agreement.
- 2.2 Relationship to Others. It is understood and agreed that Associate's relationship with the State Sales Coordinator ("SSC") to whom Associate is assigned is that of an independent contractor. It is also understood and agreed that Associate's relationship with all other Aflac Associates, coordinators, brokers, agents, and other representatives, regardless of position or title, shall be that of an independent contractor. In performing his or her duties under the terms of the Per Diem Enrollment Agreement, Associate shall at all times respect the independent contractor relationship between and among Aflac Associates, coordinators, brokers, agents, and other representatives.
- 2.3 Expenses. All expenses incurred by Associate in connection with the performance of Associate's duties and responsibilities as a Per Diem Enroller shall be the sole responsibility of Associate. Associate has no authority to make any expenditure or create any obligation or commitment for any purpose in the name of Aflac without the specific written authorization from an officer of Aflac.
- 2.4 <u>Taxes</u>. Associate acknowledges that, as an independent contractor, Associate has certain responsibilities under federal and state tax laws, including the payment of all applicable taxes and fees. Associate must report all compensation received for services rendered under this Per Diem Enrollment Agreement to the Internal Revenue Service ("IRS") and any appropriate state or local tax authority and pay any tax due on such compensation. Aflac may, after the close of each calendar year, furnish the IRS with a Form 1099 Income Statement for any compensation paid by Aflac to Associate.

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#### PARAGRAPH THREE Compensation

- 3.1 Per Diem Enroller Compensation. An Associate who participates in the Program as a Per Diem Enroller shall be compensated for his or her services in accordance with Per Diem Enroller Schedule, which is incorporated into this Per Diem Enrollment Agreement by this reference. Associate understands and agrees that Aflac retains the right to amend or modify the Per Diem Enroller Schedule, including the compensation terms contained therein, at any time and for any reason at the Company's sole discretion.
- 3.2 <u>First-Year Commissions</u>. An Associate who participates in the Program shall not be entitled to receive First-Year Commissions on the Policies sold in connection with the Associate's activities as a Per Diem Enroller.
- 3.3 <u>Renewal Commissions</u>. An Associate who participates in the Program shall be entitled to receive Renewal Commissions on the Policies sold in connection with the Associate's activities as a Per Diem Enroller under the terms and conditions described in the Associate's 2003 Associate's Agreement. The Associate shall also be entitled to participate in the 1999 Aflac Associate Stock Bonus Plan under the terms and conditions described in the 2003 Associate's Agreement.
  - 3.3.1 Payment of Renewal Commissions during the Term of the Per Diem Enrollment Agreement. During the term of this Per Diem Enrollment Agreement, the premiums from the Policies sold in connection with the Associate's activities as a Per Diem Enroller shall be included for purposes of determining whether the Associate is entitled to receive Renewal Commissions in accordance with Paragraph Six of the 2003 Associate's Agreement.
  - 3.3.2 Payment of Renewal Commissions after the Termination of the Per Diem Enrollment Agreement. After the termination of this Per Diem Enrollment Agreement, the Associate's right to receive Renewal Commissions shall be determined in accordance with Paragraph Seven of the 2003 Associate's Agreement.
- 3.4 <u>Conversions and Riders</u>. Whether a conversion of a Policy sold by Associate as part of the Per Diem Program occurred or a rider to such a Policy was added and whether or not any commission will be paid shall be determined by Aflac in its sole discretion. In the event Aflac determines, that a conversion has occurred or a rider has been added, the Associate who sold the original Policy or Policies may, in Aflac's sole discretion, continue to be paid Renewal Commissions just as if the Policy or Policies had not been converted or the rider added. However, in the event the premium paid on a Policy on which commissions are due to an Associate is reduced by the

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deletion of a rider or otherwise, said commissions shall be reduced pro rata. Payment of commissions on conversions, added riders or deleted riders will be in accordance with the provisions of the Commission Structure and the then-current Aflac rules, rates and practices for the Per Diem Program, which Aflac may change in its sole discretion, in effect at the time a conversion or deletion or sale of the rider occurs.

#### PARAGRAPH FOUR Agreement to Reaffirm

- 4.1 Reaffirmation of Agreement. All of the provisions of the 2003 Associate's Agreement with Aflac shall continue to be in full force and effect, and shall govern this Per Diem Enrollment Agreement in all respects except as expressly modified herein. Associate hereby ratifies and reaffirms all of the provisions of the 2003 Associate's Agreement with Aflac as fully and effectually as though the provisions thereof were set forth verbatim herein.
- 4.2 <u>Amendment and Modification</u>. This Per Diem Enrollment Agreement shall not be orally amended or modified under any circumstances. This Per Diem Enrollment Agreement may only be modified or amended in a written agreement signed by the Associate and an officer of Aflac.

#### PARAGRAPH FIVE Termination of Amendment

This Per Diem Enrollment Agreement cannot survive the termination of the 2003 Associate's Agreement and, in the event that the 2003 Associate's Agreement is terminated, this Per Diem Enrollment Agreement shall also be simultaneously terminated. This Per Deim Enrollment Agreement may be terminated separately without having any effect on the 2003 Associate's Agreement. Either party may terminate this Per Diem Enrollment Agreement at will, without cause or reason, upon giving thirty (30) days prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto affixed their respective signatures.

Print Name of Associ	ate	•
Writing Number:		
Date:		
AMERICAN FAMILY	LIFE ASSURANCE COMPANY O	F COLUMBUS (Aflac)
APPROVED BY:		
TITLE:		
EFFECTIVE DATE:		
M1422	4	

Associate Signature

(12/08)

**Per Diem Enrollment Agreement (New York)** 

# American Family Life Assurance Company of New York (Aflac New York)

Home Office · Albany, New York 12211

#### AMENDMENT TO ASSOCIATE'S AGREEMENT

#### PER DIEM ENROLLMENT AGREEMENT

WHEREAS, the undersigned is currently an Associate with American Family Life Assurance Company of New York ("Aflac" or the "Company") pursuant to an Associate's Agreement, the terms of which are expressly incorporated herein by reference; and

WHEREAS, pursuant to Paragraph 11.2 of the Associate's Agreement, Associate and Aflac desire to execute this Amendment to Associate's Agreement/Per Diem Enrollment Agreement ("Per Diem Enrollment Agreement") in order to set forth the responsibilities, duties, and obligations of Associate as a Per Diem Enroller, and

WHEREAS, Associate and Aflac agree that this Per Diem Enrollment Agreement completely replaces and supersedes any prior or existing agreement, or amendment between the parties setting forth the terms and conditions of the Associate's contract to serve as a Per Diem Enroller or in any similar capacity with Aflac:

NOW, THEREFORE, Aflac and Associate do hereby covenant and agree as follows:

### PARAGRAPH ONE: Per Diem Enrollment Program

The Per Diem Enrollment Program (the "Program") provides an alternative means for Associate compensation and for the solicitation of applications for policies to persons within certain payroll deduction accounts as may be designated by Aflac in its sole discretion. Aflac Associates electing to voluntarily participate agree to abide by the terms and conditions of the Program, which may be amended or modified by Aflac at any time and for any reason at the sole discretion of the Company. An Associate's decision to participate in the Program does not confer any rights to the Associate to solicit applications within designated accounts or to be compensated for the Associate's services beyond the terms of this Per Diem Enrollment Agreement. An Associate who participates in the Program will continue to be assigned to the same state under the terms and conditions of the Associate's 2003 Associate's Agreement.

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### PARAGRAPH TWO Relationship

- 2.1 <u>Independent Contractor.</u> Associate represents, warrants, and agrees that Associate's performance under this Per Diem Enrollment Agreement will be as an independent contractor for Aflac. Nothing in this Per Diem Enrollment Agreement will be construed or deemed to create a relationship of employer or employee, partnership, joint venture, or principal or agent, nor shall this Per Diem Enrollment Agreement be construed in any proceeding or for any purpose whatsoever between Associate and Aflac so as to make one party liable to a third person for the debts, faults, or actions of the other. The Associate shall indemnify Aflac in full for any claims, demands, costs, liability, or harm, including reasonable attorney's fees, suffered by Aflac as a direct or indirect result of Associate's breach of this Per Diem Enrollment Agreement.
- 2.2 Relationship to Others. It is understood and agreed that the Associate's relationship with the State Sales Coordinator ("SSC") to whom Associate is assigned is that of an independent contractor. It is also understood and agreed that the Associate's relationship with all other Aflac Associates, coordinators, brokers, agents, and other representatives, regardless of position or title, shall be that of an independent contractor. In performing his or her duties under the terms of the Per Diem Enrollment Agreement, the Associate shall at all times respect the independent contractor relationship between and among Aflac Associates, coordinators, brokers, agents, and other representatives.
- 2.3 <u>Expenses</u>. All expenses incurred by the Associate in connection with the performance of the Associate's duties and responsibilities as a Per Diem Enroller shall be the sole responsibility of the Associate. The Associate has no authority to make any expenditure, or create any obligation or commitment for any purpose in the name of Aflac without the specific written authorization from an officer of Aflac.
- 2.4 <u>Taxes.</u> The Associate acknowledges that, as an independent contractor, Associate has certain responsibilities under federal and state tax laws, including the payment of all applicable taxes and fees. Associate must report all compensation received for services rendered under this Per Diem Enrollment Agreement to the Internal Revenue Service ("IRS") and any appropriate state or local tax authority, and pay any tax due on such compensation. Aflac may, after the close of each calendar year, furnish the IRS with a Form 1099 Income Statement for any compensation paid by Aflac to Associate.

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### PARAGRAPH THREE Compensation

- 3.1 Per Diem Enroller Compensation. An Associate who participates in the Program as a Per Diem Enroller shall be compensated for his or her services in accordance with Per Diem Enroller Schedule, which is incorporated into this Per Diem Enrollment Agreement by this reference. The Associate understands and agrees that Aflac retains the right to amend or modify the Per Diem Enroller Schedule, including the compensation terms contained therein, at any time and for any reason at the Company's sole discretion.
- 3.2 <u>First-Year Commissions</u>. An Associate who participates in the Program shall not be entitled to receive First-Year Commissions on the Policies sold in connection with the Associate's activities as a Per Diem Enroller.
- 3.3 <u>Renewal Commissions</u>. An Associate who participates in the Program shall be entitled to receive Renewal Commissions on the policies sold in connection with the Associate's activities as a Per Diem Enroller under the terms and conditions described in the Associate's Agreement. The Associate shall also be entitled to participate in the 1999 Aflac Associates Stock Bonus Plan under the terms and conditions described in the Associate's Agreement.
  - 3.3.1 Payment of Renewal Commissions during the Term of the Per Diem Enrollment Agreement. During the term of this Per Diem Enrollment Agreement, the premiums from the policies sold in connection with the Associate's activities as a Per Diem Enroller shall be included for purposes of determining whether the Associate is entitled to receive Renewal Commissions in accordance with Paragraph Six of the Associate's Agreement.
  - 3.3.2 Payment of Renewal Commissions after the Termination of the Per Diem Enrollment Agreement. After the termination of this Per Diem Enrollment Agreement, the Associate's right to receive Renewal Commissions shall be determined in accordance with Paragraph Seven of the Associate's Agreement.
- 3.4 Conversions and Riders. Whether a conversion of a Policy sold by Associate as part of the Per Diem Program occurred or a rider to such a Policy was added and whether or not any commission will be paid shall be determined by Aflac in its sole discretion. In the event Aflac determines, that a conversion has occurred or a rider has been added, the Associate who sold the original Policy or Policies may, in Aflac's sole discretion, continue to be paid Renewal Commissions just as if the Policy or Policies had not been converted or the rider added. However, in the event the premium paid on a Policy on which commissions are due to an Associate is reduced by the deletion of a rider or otherwise, said commissions shall be reduced pro rata. Payment of commissions on conversions, added riders or deleted riders will be in accordance

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with the provisions of the Commission Structure and the then-current Aflac rules, rates and practices for the Per Diem Program, which Aflac may change in its sole discretion, in effect at the time a conversion or deletion or sale of the rider occurs.

### PARAGRAPH FOUR Agreement to Reaffirm

- 4.1 <u>Reaffirmation of Agreement.</u> All of the provisions of the Associate's Agreement with Aflac shall continue to be in full force and effect, and shall govern this Per Diem Enrollment Agreement in all respects except as expressly modified herein. The Associate hereby ratifies and reaffirms all of the provisions of the Associate's Agreement with Aflac as fully and effectually as though the provisions thereof were set forth verbatim herein.
- 4.2 <u>Amendment and Modification</u>. This Per Diem Enrollment Agreement shall not be orally amended or modified under any circumstances. This Per Diem Enrollment Agreement may only be modified or amended in a written agreement signed by the Associate and an officer of Aflac.

#### PARAGRAPH FIVE Termination of Amendment

This Per Diem Enrollment Agreement cannot survive the termination of the Associate's Agreement and, in the event that the Associate's Agreement is terminated, this Per Diem Enrollment Agreement shall also be simultaneously terminated. This Per Deim Enrollment Agreement may be terminated separately without having any effect on the Associate's Agreement. Either party may terminate this Per Diem Enrollment Agreement at will, without cause or reason, upon giving thirty (30) days' prior written notice to the other party.

IN WITNESS WHEREOF, the parties have hereto affixed their respective signatures.

Associate Signature		
Print Name of Assoc	iate	
Writing Number:		
Date:		
AMERICAN FAMILY	LIFE ASSURANCE COMPANY O	F NEW YORK (AFLAC)
TITLE:		
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Section 7

Resources

# Online Reference Materials

- Brand Steward Pledge Associate Services > Grow My Business > Field Force Ethics > Brand Steward Documents
- Competitive Intelligence
   Associate Services > Keeping Current
- Insurance Fraud and Prohibited Practices Memorandum
   Associate Services > Grow My Business > Field Force Ethics
- National Sales Guidelines
   Associate Services > Grow My Business > Field Force Ethics > Related Links
- SNG Training Guide
  Associate Services > Grow My Business > Technology > Resources

# Per Diem Enroller Certification Workshop

# Other Resources

# **Per Diem Weekly Consolidation Report**

	Enroller Name:			Ac	count Name:					
	Enroller Writing Number:			Account Number:						
	Today's Date:			Plan Codes (to be entered by BSO):						
	Products Offer	ed:								
	Enrollment Location (state):			Location (physical):						
	Date	Week Beginning	Week Ending		Per Diem Amt	Empl Seen	Emp	ol Seen Amt		Daily Total
Ex.	11/10/2008	11/10/2008	11/16/2008	\$	150.00		\$	110.00	\$	260.00
Saturday				\$			\$	-	\$	
Sunday				\$			\$	-	\$	
Monday				\$			\$	-	\$	-
Tuesday				\$			\$	-	\$	-
Wednesday				\$			\$	-	\$	-
Thursday				\$			\$	-	\$	
Friday				\$			\$	-	\$	
_	·		Totals	\$		_	\$		\$	

By submitting this form, I as the enrolling associate, do attest to the validity of the information contained herein. I also understand that Aflac reserves the right to conduct random audits to verify this information. If any information herein is found to be false, I understand that I will forfeit any payments to me accordingly and be decertified as a per diem enroller. I understand that I must be properly licensed and appointed with Aflac to solicit and sell Aflac insurance in the state where I am enrolling.

CCM/BDC Approval:	Date:
BSO Approval:	Date:

