

Gerber Life Insurance Company

Please print clearly and complete all questions.

Cary A. Levinson & Associates, Inc
Life Brokerage Services
800-375-2279

Agents Legal Name: _____ Alias/Other Name(s): _____

Citizen of the U.S.: Yes No (If no, please provide proof of eligibility to work in the U.S.) Date of Birth: _____

Social Security Number: _____ Home Phone: _____

Home Address (Street Address Required): _____
Street/City/State/Zip

Agency/Corp Name: _____ Tax ID #: _____

Business Address: _____
Street/City/State/Zip

Business Phone: _____ Business Fax: _____

Business E-mail: _____ Personal Email: _____

Providing your e-mail and/or fax number and/or engaging in electronic communications, you are consenting to engaging in electronic communications with Gerber Life Insurance Company, unless such consent is expressly revoked.

List states you wish to be appointed: _____

Agents are appointed on a Just In Time basis unless a pre-appointment state is requested. If Florida non-resident requested, provide county(ies) you wish to be appointed: _____

Errors and Omissions Insurance Information: E&O coverage is with _____ (Carrier Name), with Limits of \$ _____ and a \$ _____ Deductible. I will promptly notify Gerber Life Insurance Company of any cancellation or modification of coverage.
(NOTE: Your signature on this Questionnaire affirms your agreement to maintain Errors and Omissions insurance covering the sales and service of Gerber Life insurance policies.)

Background Experience: (Please read and answer each question carefully.)

1. In the past seven (7) years, have you been fined, suspended, placed on probation or had a license revoked, paid administrative penalties, entered into a consent order, been issued a restricted license or otherwise been disciplined or reprimanded, or are you currently under investigation by any insurance department, FINRA, the SEC or any other regulatory authority? Yes No
2. In the past seven (7) years, have you been convicted or plead guilty or nolo contendere (no contest) in connection with any offense, served any probation, paid any fines or court costs, for any offense other than a minor traffic violation? . . . Yes No
3. In the past seven (7) years, have you been short in account with any insurance company or employer? Yes No
Company Name: _____ Amount Owed: _____
4. In the past seven (7) years, have you had an application for bond declined? Yes No
5. In the past seven (7) years, have you filed for bankruptcy? Yes No

(Provide a separate document with a written explanation and applicable supporting documentation (i.e. court documents, insurance department documents, etc.) for any questions to which you responded "yes." Please be sure to date and sign the written explanations.)

New York Producers Only: I have read New York Circular Letter No. 8, dated July 11, 1991, regarding Placement of Health Insurance Coverage with Unlicensed and Unauthorized Multiple Employer Welfare Arrangements, and agree to comply with its contents if applicable.

All Producers: I will retain a copy of any written disclosures of compensation provided to purchasers as required by New York regulation or regulation of any other state.

TO BE COMPLETED BY AGENT

Set up as: Individual Corporation Both

Agent Name (Print/Type)

Agency Name (If applicable - Print/Type)

Agent Signature

Date Signed

TO BE COMPLETED BY UPLINE AGENT (Recruiter, General Agent or Master General Agent)

Recruiter/GA/MGA Name (Print/Type)

Recruiter/GA/MGA Signature

Date Signed

Agents Direct Reporting Authority

Direct Reporting Authority's Agent ID

Agent Role and Level (check only one):

- Writing Agent Only-Level ____ Recruiter/Corp Only-Level ____ Both Writing Agent-Level ____ and Recruiter/Corp – Level ____

FAIR CREDIT REPORTING ACT DISCLOSURE

Gerber Life Insurance Company will obtain and use consumer reports for the purpose of serving as a factor in establishing your eligibility for contracting and/or appointment as an insurance producer to represent us. We will obtain these consumer reports from:

Business Information Group, Inc.
PO Box 541
Southampton, PA 18966

“Consumer Reports” means written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living, which will be used by Gerber Life Insurance Company, in whole or in part, for the purpose of serving as a factor in establishing your eligibility to be appointed as an insurance producer for us.

A “Consumer Report” means a credit check, criminal report and report of insurance department regulatory actions will be obtained and reviewed as part of a background investigation in order to determine your eligibility to be contracted and/or appointed with us.

For Residents of California, Minnesota and Oklahoma: You have a right to request a copy of the consumer report which will disclose the nature and scope of the report. If you would like to request a copy of the consumer report, please indicate by checking ‘YES’ below.

YES, please provide me a copy of the consumer report.

For Residents of New York: You have a right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report.

AUTHORIZATION

Gerber Life Insurance Company is hereby authorized to obtain and use a consumer report of my criminal record history, insurance department history and credit history, obtained through any consumer reporting agency or through inquiries with my past or present employers, neighbors, friends or others with whom I am acquainted.

I understand that this consumer report will include information as to my general reputation, personal characteristics and mode of living.

I authorize any consumer reporting agency, insurance department, law enforcement agency, the Financial Industry Regulatory Authority, The Securities and Exchange Commission or any other person or organization having any consumer report records, data or information concerning my credit history, public record information, insurance license, regulatory action history or criminal record history to furnish such consumer report records, data and information to Gerber Life Insurance Company.

I understand that if contracted and/or appointed, this authorization will remain valid as long as I am contracted and or appointed with Gerber Life Insurance Company.

A photocopy of this authorization shall be considered as effective as the original.

Puerto Rico Agents Only - Agents First, Middle, First Last Name and Second Last Name _____

Agent Name (Print or Type)

Agent Signature

Date

Gerber Life Insurance Company

AGENT AGREEMENT

PARTIES TO THE AGREEMENT

This Agreement is made and entered into between *Gerber Life Insurance Company*, hereafter referred to as "Company", and _____, hereafter referred to as "Agent."

In consideration of the following terms and conditions, this Agent Agreement ("the Agreement") is between Company and Agent effective as of the Effective Date stated on the last page of this Agreement;

The Company hereby appoints the Agent to represent it subject to the following mutually agreed upon terms and conditions.

I. RESPONSIBILITIES OF THE PARTIES

The Agent Agrees to:

- A. **Licensing.** Obtain, maintain and provide copies of all necessary licenses and regulatory approvals to perform the services under this Agreement.
- B. **Solicit Applications.** Solicit applications for and/ or assist Sub-Agents, if any, in soliciting Company's Products. If the Agent is contracting as an individual, the Agent may solicit applications for Products.
- C. **Service Policyholders.** Agent shall provide service to Agent's policyholders and/or assist Sub-Agents in servicing policyholders. If Agent is contracting as an individual, Agent shall provide service to Agent's policyholders.
- D. **Communication (Recruiters only).** Recruit Sub-Agents, monitor its Sub-Agents and communicate information to Company, of which it is aware or should be aware, that company needs to know about its Sub-Agents to properly address compliance or other risks. When directed by Company, Agent shall communicate Company information to its Sub-Agents.
- E. **Suitability.** Ensure that each proposal or sale of the Company's Products covered by this Agreement which is proposed or made directly by Agent, is appropriate for and suitable to the needs of the insured and the person or entity to whom Agent made the sale, at the time the sale is made, and suitable in accordance with applicable law governing suitability of insurance products.
- F. **Company Policies, Procedures, Processes & Rules.** Comply with all policies, practices, procedures, processes, and rules of Company. Agent shall promptly notify Company if Agent or any of its employees is not in substantial compliance with any Company policy, procedure, process or rule.
- G. **Comply with Laws and Regulations.** Comply with all applicable laws and regulations and act in an ethical, professional manner in connection with this Agreement, including, with respect to any compensation disclosure obligations and any other obligations it may have governing its relationship with its policyholders.
- H. **Remittance of Monies.** Treat any money received or collected for the Company as property held in trust, and promptly remit such money to Company at its administrative office in Fremont, Michigan. Agent shall not commingle any funds received or collected for the Company with its own funds. Agent must report any known violations of this provision.
- I. **Underwriting & Issue Requirements.** Comply with the underwriting and issue requirements of the Company as well as any and all applicable legal requirements of the state or states in which the Agent does business.
- J. **Hold Harmless.** Hold harmless and indemnify the Company from all losses, expenses, costs and damages resulting from any acts by the Agent which breach the terms of this Agreement.
- K. **In Force Policies.** Assist the Company in keeping its insurance policies in force.
- L. **Error & Omissions Insurance.** Have and maintain Errors and Omissions liability insurance coverage on Agent and Agent's employees during the term of this Agreement, in an amount and nature, and with such carrier(s) or on a self-insured basis, satisfactory to Company, and to provide evidence of such insurance to Company upon request.
- M. **Document & Money Delivery.** Adhere to all Company requirements including those related to policy application, illustration (if any), and delivery of policies and the forwarding of any premium collected once a policy is approved. Agent will also ensure that Sub-Agents, if any, are aware of and adhere to all Company requirements.
- N. **Product Familiarity.** Be familiar with all provisions and benefits under each Product offered by the Company for which Agent solicits applications and representing such Product accurately and fairly to prospective purchasers.
- O. **Training.** Participate in training to ensure that Agent is familiar with all provisions and benefits under each Product offered by the Company and representing such Products accurately and fairly to prospective purchasers. Agent will train Sub-Agents, if any, so that Sub-Agent is familiar with all provisions and benefits under each product offered by the Company and representing such products accurately and fairly to prospective purchasers.
- P. **Notice of Potential, Threatened or Actual Legal Action.** Notify Company within five (5) business days of notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. Notice shall comply with the notice provision set forth in section XII of this Agreement. Company shall have final decision making authority to assume the administration and defense of any such action. A copy of the correspondence or document received shall accompany each notice.
 1. Agent shall cooperate with the Company in preparing responses to any litigation or regulatory inquiry, as directed by the Company.

- Q. **Provide Information to Policy Holders.** Upon request of Company, Agent shall deliver to its policyholders any information that Company provides to Agent for the purpose of fulfilling Company's obligation to provide such information to the policy holder.
- R. **Information on Privacy Practices.** Maintain up-to-date information as to the Company's privacy practices and ensure that it and its agents, if any, are in compliance at all times.
- S. **Company Logo & Trademarks.** Use the Company's logo and/or trademarks only as authorized by the Company.
- T. **Maintain Records.** Maintain complete and accurate records for actions taken pursuant to this Agreement.

The Company Agrees to:

- A. Appoint individuals as agents or licensees provided that such individual meets Company's guidelines for appointment. Company will pay the appointment fee(s) for the Agent's state of residence. Agent is responsible for paying all other appointment fees unless waived by Gerber Life. Renewal fees will only be paid if Agent has met the minimum production requirements set by Company. However, Agent acknowledges that such appointment may be terminated, with or without cause, at the Company's discretion.

II. LIMITATION OF AUTHORITY

The Agent has **no** authority and specifically agrees not to:

- A. Bind the Company to any promise or agreement; incur any debt, expense or liability whatsoever in the Company's name or for its account; or receive any money due or to become due to Company, except the initial premium in connection with applications or policies, subject to the Company's requirements for the acceptance of such premium.
- B. Deliver any policy or allow delivery of any policy until the initial premium required by the Company has been paid in full. The Agent shall ask the policyholder if the policyholder is in the same condition as to health, habits, occupation and other facts as represented in the application for this policy. If the policyholder indicates that a change has occurred with respect to any such conditions or other facts, the Agent or its Sub-Agents, if any, shall not deliver the policy, and the Company shall be informed of such change.
- C. Make, modify, or change any insurance contract, or bind the Company by making any promises respecting any insurance contract except when authorized in writing to do so by the President or a Vice President of the Company.
- D. Use any material, including but not limited to all written material or audio or video tapes, to solicit a sale of any of the Company's products, regardless of whether the Company's name is on such material, without written approval of the material by the Company.
- E. Extend the time for payment of any premium or waive any premium, or bind Company to reinstate any terminated contract.
- F. Institute or file a response to any legal or regulatory proceeding on behalf of Company in connection with any matter pertaining to this Agreement or any Product, without Company's prior written consent.
- G. Engage in the systematic replacement of any insurance products, including the replacement of Company Products. Consistent with applicable law, Agent shall make necessary inquiries to each applicant for a Company Product as to any insurance already in effect for the applicant and, upon determination that a prospective sale involves the replacement of existing coverage, Agent shall furnish the applicant with and effect proper execution and retention of any replacement notices and information as required by applicable law.
- H. Misrepresent or induce any other Agent to misrepresent any provision, benefit, or premium of any Product.
- I. Take any action adverse to the interests of the Company.
- J. Provide, whether directly or indirectly, an inducement to any person to purchase a Product from the Company, a rebate of premiums, or any other inducements not provided for within the applicable contract.
- K. Contract or incur any debt or liability on behalf of, or in the name of, the Company.
- L. Agree to share commissions or other compensation with persons who are not licensed, contracted and/or appointed by the Company.
- M. Solicit applications in states or territories in which the Company and/or Agent and Sub-Agents, if any, is not authorized to do business.
- N. Conduct business in a state or territory in which Agent and/or its Sub-Agents, if any, has not been appointed by Company and/or licensed by the appropriate regulatory agencies.
- O. Approve evidence of insurability and/or make insurability determinations.
- P. Accept liability on behalf of the Company.
- Q. Introduce, amend, or terminate any Company rules or procedures without written consent of the Company.
- R. Settle claims on behalf of the Company.
- S. Agent and/or its Sub-Agents, if any, agrees that it will not sell or participate in the sale of Company Products to any person if they know or have reason to believe that such sale is being made, in whole or part, for the purpose of resale or to otherwise transfer any of the rights of ownership or benefits under the policy directly or indirectly to a third party. Agent and/or its Sub-Agents, if any, will not endorse, promote, encourage or participate in the sale of Company Products with the intention or expectation of effecting life settlements or otherwise directly or indirectly creating or transferring any rights of ownership or benefits in whole or part to a person who is not related to the insured or does not have a pre-existing insurable interest under state law. Agent and/or its Sub-Agents, if any, will promptly notify Company of any sale or prospective sale of a Company Product if Agent discovers, is notified, or has a reasonable basis to suspect that Company Products are being purchased with the intention or expectation of resale or other direct or indirect transfer, in whole or in part, of any rights or benefits of the purchaser or any beneficiary. Agent and/or its Sub-Agents, if any, acknowledges that the use of financing to purchase a Company Product may be a reasonable basis to suspect that a purchase is being made with the intention or expectation of resale or transfer.

III. COMPLIANCE/MARKET CONDUCT

- A. The Agent agrees that it will allow the Company to review all sales programs, techniques, and methods, including all material shown to or provided to an applicant or client, which are used in the solicitation or servicing of the products produced by the Company.
- B. The Agent shall advise the Company of any action or complaint by a state department of insurance or other regulatory agency relating to the Agent and/or its Sub-Agents, if any, in connection with products produced by the Company or involving allegations of dishonesty or similar allegations and shall provide the Company copies of all correspondence relating to such action or complaint unless Agent is precluded from doing so by state or federal law, regulation or rule or any order of any official of any state or federal agency. The Agent will cooperate with the Company in the investigation of any inquiry or complaint addressed to the Company by any individual or any state or federal agency. Cooperation shall consist of preparation of written responses addressing the issues raised in the inquiry or complaint as well as providing the Company with a copy of all applicable marketing materials.
- C. **Anti-Money Laundering (AML).** Agent and/or its Sub-Agents, if any, will comply with all applicable provisions of the U.S. Patriot Act and other policyholder identification, anti-money laundering, anti-terrorism and similar laws and regulations. Agent and/or its Sub-Agents, if any will, upon request, provide the Company with such certificates of compliance.
 - 1. Agent and its Sub-Agents, if any, agree that its employees and agents who are appointed with Company will complete LIMRA's AML training, or such training approved in advance by Company in writing, concerning the detection, prevention and reporting of money laundering and terrorist financial activities, when and as required by Company.
 - 2. Agent and/or its Sub-Agents, if any, agree to report to Company any transaction, or pattern of transactions, that it knows or suspects, or has reason to suspect would be a violation of any Federal, State or local regulations of AML.

IV. COMPENSATION

- a. **For Each Product.** Agent's compensation depends on the particular Products sold. Compensation for each Product will be as specified in the Compensation/Product Schedules.
 - 1. Compensation/Product Schedules may be changed by the Company at any time and may be distributed to Agent.
- b. **Contingencies.** In addition to any conditions imposed in the Compensation/Product Schedules and any amendments, no compensation is earned until:
 - 1. Agent and/or its Sub-Agents, if any, is licensed and appointed in accordance with laws and Company procedures,
 - 2. The Product is actually issued, delivered to and accepted by the policyholder, and
 - 3. The initial premium for the Product is paid to the Company.
- c. **Compensation After Termination.** Agent and/or its Sub-Agents, if any, is not entitled to any compensation after the Termination Date of this Agreement, except for:
 - 1. Vested Compensation; and
 - 2. Any net credit balance in Agent's account for compensation earned as of the Termination Date.
- d. **Forfeiture.** Agent and/or its Sub-Agents, if any, will forfeit all rights to received compensation, including Vested Compensation, if, in the sole reasonable discretion of Company, Agent and/or its Sub-Agents, if any, commits any of the following acts:
 - 1. Breaches any material provision of this Agreement while in effect or any material obligation that survives termination of this Agreement.
 - 2. Commits a fraudulent or illegal act in connection with any activities contemplated under this Agreement.
 - 3. Does any act which results in the suspension or revocation of Agent's insurance license.
- E. **Replacement Compensation.** If Agent and/or its Sub-Agents, if any, replaces existing Company Products in whole or in part, the Compensation Schedule is inapplicable and Company, in its sole discretion, shall determine what, if any compensation shall be payable in accordance with Company's procedures in effect at the time of the replacement.
- F. With respect to the Guaranteed Life the following special rules shall apply:
 - a. If the insured dies within the first policy year for any reason other than an accidental death as defined in the policy, 100% of the compensation paid shall be returned to Company.
 - b. If the insured dies within the second policy year for any reason other than accidental death as defined in the policy, 50% of the compensation paid shall be returned to Company.
 - c. Policy year is defined as the 12 months following the date that a policy becomes effective.
- G. In some instances, Agent's compensation will be paid by his or her General Agency. In those cases Gerber Life will not be responsible for any payments due Agent.
- H. Compensation will be characterized as either first year or renewal compensation and may vary based on Face Amount (FA).
 - a. First year compensation will be based on a percentage of the product premium actually collected by Company in the first policy year. It will consist of Commissions and Expense Reimbursement Allowance.
 - b. Renewal compensation will be based on a percentage of the product premium collected by Company in policy years 2, 3, 4, and 5.
 - c. Collected premium refers to US Dollars actually paid to Company.

- d. Policy year refers to the 12 months following the date that a policy becomes effective.
- I. Compensation will not be paid for any policy while such policy is in lapse or paid-up status.
- J. Compensation will only be paid on collected premium.
- K. The Agent agrees to pay its writing agents no more than the maximum "Writing Agent Compensation" which is expressed as a percentage combination of First Year Compensation and First Year Expense Allowance.

V. COMPENSATION ADMINISTRATION

- A. **Accounting.** Company will account to Agent for payable compensation based upon initial and renewal premiums received and accepted by Company for policies issued by it upon applications submitted by or through Agent. Company may assume control of the Agent's and/or its Sub-Agents, if any, account for a reasonable period of time to ensure that funds are available to reimburse the Company for any Indebtedness, and the Agent and/or its Sub-Agents, if any, shall fully cooperate with the Company in facilitating this transaction including, but not limited to, the execution of any and all documents required for such transfer of control.
- B. **Statement of Account.** The Company shall furnish the Agent with a statement of account at such intervals as determined by the Company but no less frequently than on a bi-monthly basis. Such statement shall be complete and conclusive evidence of accounts between the parties to this Agreement, and shall be binding on the Agent and/or its Sub-Agents, if any, unless objection is made in writing by the Agent and/or its Sub-Agents, if any, and received by the Company within 60 days after the statement is mailed by the Company, notwithstanding the limitation on compensation actions in Section V.F. In addition, Company will promptly deliver to Agent copies of all correspondence, including but not limited to lapse notices between Company and policyholders or former policyholders solicited under this Agreement.
- C. **Effect of Return of Premium.** Except where provided on a Compensation/Product Schedule, if any premiums shall be returned by Company on any policy or contract, or should Company become liable for the return thereof for any cause either before or after the Termination Date, Agent shall pay to Company all Compensation previously paid or credited to Agent's account on such returned premiums.
- D. **Set-Off.** Company is authorized to set-off and apply any and all amounts due to Agent and/or its Sub-Agents, if any, from Company under this Agreement to any and all obligations or Indebtedness of Agent or its employees, Sub-Agents, Other Agents or affiliates to Company or its affiliates. This right of set-off does not require Company to make any prior demand upon Agent, and the right exists irrespective of whether the obligations of Agent or its affiliates are contingent or unmatured. The rights of Company under this section V.D. are in addition to any other rights and remedies which the Company may have under this Agreement or otherwise.
- E. **Interest.** Interest will accrue on any amount due under this Agreement, which has not been paid within 30 days of receipt of written demand for such amount at the rate of one percent per month, or the highest rate permitted by law, whichever is lower.
- F. **Limitation of Compensation Actions.** Any claim by Agent and/or its Sub-Agents, if any, regarding compensation must be brought within one year from the date the compensation was reported on an accounting issued from Company to Agent. Any claim regarding compensation must be brought against the company which issued the Compensation/Product Schedule to which the claim relates, or against the legal successor or assign of such company.
- G. **Payment.** Compensation will be paid at least bi-monthly to Agent and/or Upline for distribution to agent(s).
 - a. If the amount due (with any adjusting entries) to Agent is less than \$25.00, the amount will be carried over to the next payment period.
 - b. At the end of the calendar year, Company will reconcile its accounts and pay any amount owed.

VI. INDEBTEDNESS

- A. We may offset, against any sums due or becoming due to you under this or any other Agreement between you and Gerber Life Insurance Company, any monies owed to the Company by you arising from this or any other Agreement between you and the Company. A first lien is hereby reserved to the Company for the satisfaction of any such debt or liability.
- B. The Company may at its discretion require immediate payment of any indebtedness to the Company upon demand.
- C. After termination of this Agreement, any monies owed to the Company under the terms of this Agreement shall immediately be payable to the Company. Any debt unpaid within thirty (30) days thereof shall accrue interest at the legal rate.
- D. You shall be responsible for all reasonable expenses and attorney's fees incurred by the Company in any proceedings required to collect any monies owed to the Company by you as well as interest on such monies at the legal rate.
- E. No assignment of this Agreement or of compensation earned or accrued shall be valid unless authorized in advance in writing by the Company. Any assignments so authorized shall be subject to any and all indebtedness of Agent to the Company.

VII. GENERAL PROVISIONS

- A. Company shall retain the right to decide whether to issue or withdraw a Product and determine the type of Product to be issued or withdrawn. Company may discontinue or change a Product at any time.
- B. The producer of record for any Product shall be determined by Company records. Company reserves the right to change the producer of record according to Company procedures and shall have no obligation to designate a successor producer of record.
- C. No assignment of this Agreement or any rights under this Agreement shall be binding on the Company without its written consent, and any such assignment shall be subject to offset or recoupment for any money due the Company by the Agent as provided for in this Agreement.

- D. The Company shall make available at its home office within thirty (30) days of Agent's written request, all records related to business placed with the Company by the Agent or its authorized representative. The Company or its authorized representative may perform periodic written reviews and/or audits of all records of the Agent related to business placed with the Company by the Agent and/or its Sub-Agents, if any, which records shall be maintained for a minimum of seven (7) years. Company shall give Agent thirty (30) days written notice of such reviews and/or audits.
- E. The Agent and/or its Sub-Agents, if any, shall not have exclusive rights of distribution for any product issued by the Company or for any geographic territory.
- F. The Agent shall be solely liable for the expenses of operating and maintaining the Agent's agency without contribution from the Company.
- G. The Agent and/or its Sub-Agents, if any, are an independent business person and shall be free to exercise independent judgment as to the time and place of performing all acts under this Agreement. The Agent and/or its Sub-Agents, if any, are free to represent other insurance companies as the Agent and/or its Sub-Agents, if any, sees fit. In all respects, the relationship of the Agent and/or its Sub-Agents, if any, to the Company shall be that of an independent contractor and not an employee of the Company.
- H. The failure of either party to enforce any of the provisions of this Agreement shall not constitute a waiver by that party of any such or other provisions of the Agreement.
- I. This Agreement shall replace any and all previous contracts between the Agent and the Company.
- J. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws principles and rules. Jurisdiction over any matters of dispute arising under or by virtue of the Agreement shall rest exclusively in either the state courts of the State of New York or the federal courts having jurisdiction over the State of New York.
- K. This Agreement constitutes the entire agreement between the parties regarding the Products sold under this Agreement.
- L. In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.
- M. Any section or other heading contained in this Agreement is for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.

VIII. SOLE AND EXCLUSIVE PROPERTY

- A. All reports, training materials, manuals, and records, including computer-related materials (such as CD's, disks, tapes, cassettes, etc.), containing sales and/or product information, illustration software, etc., are and shall remain the sole and exclusive property of the Company, subject to inspection and review by the Company at any and all times.
- B. The Agent and/or its Sub-Agents, if any, agree to surrender the above items, and any and all copies thereof, to the Company immediately upon demand or upon termination of this Agreement.
 - 1. The Agent and/or its Sub-Agents, if any, further agrees not to take or copy any forms, policies, manuals, policy owner lists, CDs, diskettes, tapes, cassettes, or other materials which are the property of the Company. The Agent and/or its Sub-Agents, if any, also agrees to return all licenses, monies, policies, manuals, books, papers, sales materials, reports, records, forms and all other property of the Company then in his/her charge and control.
- C. Without regard to the terms of this section VIII, Agent shall have the right to retain and use client information Agent and/or its Sub-Agents, if any, receives from its clients.

IX. TERMINATION IN GENERAL

- A. This Agreement, along with any and all riders, supplements, schedules, amendments, or endorsements to the Agreement, along with any license or appointment of the Agent and/or its Sub-Agents, if any, by the Company, may be terminated thirty (30) days after written notice is provided by the Company or the Agent, in person or to the last known address of the party to be notified.
- B. This Agreement, along with any and all riders, supplements, schedules, amendments or endorsements to the Agreement, along with any license or appointment of the Agent and/or its Sub-Agents, if any, by the Company, will terminate immediately upon the termination of the Agreement with the Agent or upon the death of the Agent.
- C. Automatic Termination will occur without notice in the case of the following:
 - 1. Agent's loss of a valid resident insurance license; or
 - 2. Agent's dissolution.
- D. Any terms of this Agreement which by their nature extend beyond its termination, except as specified in Section VIII, shall remain in effect until fulfilled.

X. TERMINATION FOR CAUSE

- A. The Company, at its option, may terminate this Agreement at any time immediately upon written notice and for cause if the Agent engages in any act of fraud, misappropriation or mishandling of funds, or any other misconduct, violates any of the terms of this Agreement, fails to pay a debit balance on demand, violates any state insurance law or regulation, or misrepresents Company's products or its financial condition.
- B. Further, the Company, at its option, immediately upon written notice, may terminate this Agreement for cause or may permanently discontinue payments made pursuant to this Agreement after termination, if Agent and/or its Sub-Agents,

if any, at any time, (a) takes any action or sanctions any action which results in a pattern of cancellation, lapse, replacement or surrender of Company's policies; or (b) endeavors to induce representatives to discontinue their contracts or appointments with Company.

XI. PAYMENTS AFTER TERMINATION

- A. In the event that this Agreement is terminated due to the death of the Agent, any compensation accruing after the date of termination will be paid, subject to Sections V, IX and X. Above, in the following order of preference:
 - 1. The spouse of the Agent if he or she survives the Agent by more than thirty (30) days; or
 - 2. The Agent's estate, executors or administrators.
- B. If this Agreement is terminated for cause in accordance with Section X, all future and current compensation due Agent shall be forfeited, notwithstanding Section IV.c.

XII. INDEMNITY AND HOLD HARMLESS

- A. Each party shall indemnify and hold the other party harmless from any liability, loss, costs, expenses (including reasonable attorneys' fees incurred by the indemnified party) or damages, including punitive and extra-contractual damages, resulting from any act or omission of its obligations provided in this Agreement by the indemnifying party or any of its employees or other Agents in the performance of its duties under this Agreement or other agreements with Company, including without limitation, any breach of its obligations provided under this Agreement.

XIII. PRIVACY

- A. Company, Agents and/or its Sub-Agents, if any, acknowledges that they may be provided with information or access information about consumers of Company, Agents and/or its Sub-Agents, if any, (Consumer Information). All parties agree to comply with all federal, state and/or local law or regulation related to privacy. Furthermore, each party represents and warrants that it has implemented and currently maintains an effective information security program to protect the Consumer Information, which program includes administrative, technical, and physical safeguards:
 - 1. To ensure the security and confidentiality of Consumer Information;
 - 2. To protect against any anticipated threats or hazards to the security or integrity of such Consumer Information; and
 - 3. To protect against unauthorized access to or use of Consumer Information which could result in substantial harm or inconvenience to either party, or to consumers of any of them.
- B. If Agent and/or its Sub-Agents, if any, has a breach of security that requires notice to an individual under applicable state laws, Agent and/or its Sub-Agents, if any, will also provide Company with a copy of such notice at the same time it is sent to such individual in accordance with the Notice provisions of this Agreement.

XIV. NOTICE

- A. Notice, as required by the terms of this Agreement, shall be provided in writing and mailed via certified mail to the following:

For the Company: Gerber Life Insurance Company Attn: General Counsel 1311 Mamaroneck Avenue, Suite 350 White Plains, NY 10605	For the Agent: As indicated on the Questionnaire
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DEFINITIONS

The following terms have the following meanings. Any singular word shall include any plural of the same word.

- A. **"Authorized Representative"** means the Chief Executive Office or President of a company or an individual authorized in writing by the Chief Executive Office or President.
- B. **"Compensation/Product Schedule"** means the Company's distributed compensation schedule that (a) specifies the amounts and conditions under which commissions will be due and payable to Agent for any Product and (b) is made a part of this Agreement.
- C. **"Indebtedness"** means any amounts owed by Agent to Company, including but not limited to (a) the chargeback of any compensation paid or credited to Agent under this or any other agreement, if the monies on which such compensation was based are not collected or are refunded by the Company, (b) any advances made by Company to Agent, (c) any expenses incurred by the Company on behalf of Agent, and (d) any amount paid by the Company, which in its determination resulted from fraud, misrepresentation or other improper conduct by the Agent.
- D. **"Other-Agent"** means any individual or organization, which (a) enters into a general agent, representative or other marketing agreement with Company and (b) submits Product applications that designate Agent.
- E. **"Sub-Agent"** means any individual or organization which enters into an agreement with Agent to distribute, market or submit Product applications for Company Products.
- F. **"Product"** means any insurance policy, contract, investment vehicle or other offering identified in any Compensation/Product Schedule.

- G. **“Termination Date”** means the later to occur of (a) the date on which Agent or Company sends written notice of termination to the other party, or (b) the date specified by Agent or Company in a written notice of termination to the other party.
- H. **“Vested Compensation”** means compensation identified as vested on a Compensation/Product Schedule and that may be paid to Agent after the Termination Date provided: (a) the policy related to the Product remains in force, (b) the premiums for the policy are paid to Company, and (c) if Agent is the writing agent, Agent remains the producer of record.

PLEASE PRINT OR TYPE

This agreement will have no force or effect unless countersigned below by an authorized Officer of the Company. In consideration of the covenants in this Agent Agreement, it is agreed and accepted to by:

Agent Name (Print or Type)

Agent Signature

Entity Name (Print or Type)

Principal Signature

Date

Home Office Use

Signature of Gerber Life Insurance Company Officer David Fier

This contract shall take effect on _____ and subsequent contract years shall begin with the anniversary of this date.

Agent Number _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Gerber Life Insurance Company

Home Office: White Plains, New York

ELECTRONIC FUNDS TRANSFER (EFT) REQUEST FORM

Agent Only

Print all information

By completing this form I am authorizing Gerber Life to deposit any money owed me in the account indicated below. **Both Parts 1 & 2 must be completed** before Gerber Life will make any changes.

Part 1

Agent Information

Agent Name _____

Address _____

City _____ State _____ Zip _____

Phone Number _____

Last 4 of Social Security Number _____

Part 2

Bank Information

Bank Name _____

Bank Address _____

City _____ State _____ Zip _____

ABA Routing Number _____

Bank Account Number _____

Checking Account Savings Account

Agent Signature _____ Date _____

Return to:
Gerber Life Insurance Company
Commissions
P.O. Box 1674, Fremont, MI 49412
Or fax to (877) 608-4634



Gerber Life Insurance Company

Home Office: White Plains, New York

ELECTRONIC FUNDS TRANSFER (EFT) REQUEST FORM

Agency/Corporation Only

Print all information

By completing this form I am authorizing Gerber Life to deposit any money owed me in the account indicated below. **Both Parts 1 & 2 must be completed** before Gerber Life will make any changes.

Part 1

Agency/Corporation Information

Agency Name _____

Principal Name _____

Address _____

City _____ State _____ Zip _____

Phone Number _____

Last 4 of Social Security Number _____

Last 4 of Tax Identification Number _____

Part 2

Bank Information

Bank Name _____

Bank Address _____

City _____ State _____ Zip _____

ABA Routing Number _____

Bank Account Number _____

Checking Account Savings Account

Principal Signature _____ Date _____

Return to:

Gerber Life Insurance Company

Commissions

P.O. Box 1674, Fremont, MI 49412

Or fax to (877) 608-4634

COMPLIANCE POLICY STATEMENT OF UNDERSTANDING

AGENT COMPLIANCE MANUAL

I acknowledge receipt of the Gerber Life Insurance Company Agent Compliance Manual. I acknowledge that I have read and understand the contents of the Compliance Manual and further understand that if I, as the Master General Agent or its sub-agents, General Agent or its sub-agents, or as an agent, do not fully comply with the Compliance Manual's requirements, it will be deemed a breach of my contract and may result in, without limitation, the termination of my contract with Gerber Life Insurance Company.

- (1) I understand and acknowledge the need for strict compliance with all applicable federal and state laws and regulations regarding the solicitation, negotiation and sale of insurance by myself and/or my sub-agents, as applicable.
- (2) **Note:** This section only applies to vendors performing telemarketing activities. I understand that Gerber Life requires strict adherence to federal and state telemarketing rules and I and/or my sub-agents, if any, are to comply with the Gerber Life's Telemarketing Compliance Monitoring Program. My signature below certifies the following: completion of the Do Not Call training, required Do Not Call record retention and that all applicable telemarketing registrations are current and in compliance with the Vendor Guidelines. Do Not Call training shall be reviewed within 90 days of the date of initial contracting with Gerber Life and annually thereafter to all sub-agents.
- (3) I certify that I and/or my sub-agents, if any, will remain in compliance with Gerber Life's Compliance Training Program requirements, which includes Anti-Money Laundering and other training requirements. I agree that it is my responsibility to take Anti-Money Laundering training and/or provide Anti-Money Laundering training to my sub-agents, if any, within 90 days of the date of initial contracting with Gerber Life, unless taken directly through another represented insurance company or a competent third party, within the past twelve months and annually thereafter. In addition, when requested, I agree to provide Gerber Life evidence of completion of the required training by myself and/or my sub-agents, if any.
- (4) It is my responsibility to ensure that I and/or my sub-agents, if any, are aware of, and abide by, the laws and regulations in their state of licensure dealing with the use of professional certifications and designations, particularly when used with seniors.
- (5) Agent signatures are ONLY required at initial contract and thereafter will be signed by the agent's General Agent. It is my responsibility to read and comply with the Agent Compliance Manual and all updates even though the General Agent will be signing this Statement of Understanding annually on my behalf, if applicable.
- (6) I certify that I and/or my sub-agents, if any, will comply with New York Regulation 194 Producer Compensation Disclosure.

Signature

Date

(Print Name)

Title

Agency Name

Email Address

PLEASE RETURN A SIGNED COPY OF THIS DOCUMENT:

Fax: 877-608-4634 Mail: 445 State Street, Fremont, MI 49412 Attn: New Business