



PSM Contracting Checklist:

- ✓ Complete Contract Signature Pages
- ✓ Copy of Voided Check for Direct Deposit
- ✓ Copy of Insurance License (s)

Contract Submission:

By Fax: (512) 233-0761

By Email: licensing@psmbrokerage.com

By Mail: Precision Senior Marketing

PO Box 203008

Austin, TX 78720-3008

Questions? Call (800) 998-7715



Gerber Life Insurance Company

Please print clearly and complete all questions.

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.

- 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 _____

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

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.

AUTOMATIC DEPOSIT AUTHORIZATION FORM

Use this Authorization form for automatic deposits into a CHECKING ACCOUNT.

I (we) authorize Gerber Life Insurance Company to make direct deposits into the bank account information listed below. I understand that I may cancel this authorization at any time by notifying Gerber Life Insurance Company.

X	Signature _____	Date ____ / ____ / ____
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Agent/Company Name *(printed)* _____

Agent's ID No. _____ *(if new agent, provide SSN or Tax I.D. number)*

Banking Institution _____

Type of Account: Checking Savings

Address _____

Street Address

City _____ State _____ Zip Code _____

Bank Routing No. _____ Account No. _____

Ensure that all information has been entered and is accurate.

If returning kit by mail, use address shown below;

If returning by fax, use number (877) 608-4634

Attn: New Business
 Gerber Life Insurance
 445 State Street
 Fremont, MI 49349

Check Example

9999

999999999
 999 999 999
 9999

1 2

1 - Routing Number
 2 - Account Number