SENIOR MARKETING SPECIALISTS

Gerber Life

Contracting Checklist

Please submit the following information to **SMS** when licensing with Gerber Life:

- **Completed and Signed Electronic Disclosure Form**
- **Completed and Signed Producer Information Questionnaire**
- **Completed and Signed Fair Credit Reporting Act**
- **Completed and Signed Debit Check Authorization Form**
- **Completed and Signed Automatic Deposit Form w/ Voided check** *(optional)*
- **Completed and Signed W9**
- **Completed and Signed Agent Agreement**
- **Signed Compliance Policy Statement of Understanding**
- **Copy of Agent/Agency license (s)**
- **E&O Certificate** *(required)*

Note: If you live outside of AL, LA, PA, or TX, you are required to submit your first piece of business along with your contracting. Do NOT return your contract without a piece of business - it will not be processed

*****If you live in AL, LA, PA, or TX, you MUST be appointed before you write!**

Please return all contracting to Senior Marketing Specialist via:

Mail:
801 Gray Oak Dr
Columbia, MO 65201

Email: contracting@smsteam.net
Fax: 800-878-2025

The licensing process cannot begin until all of the above items have been received! If you have any questions, please call us at: 1- 800-689-2800.

SENIOR MARKETING SPECIALISTS

Contracting Information Form

Please complete the below and return it with your contracting paperwork:

Agent Name: _____

Carrier Name: _____

1. **Have you or your agency (if applicable) ever been contracted previously? (Y/N)**

   _____

If you answered 'yes' to the question above, please complete the below:

2. What date did you contract?

_____

3. How were you contracted (indv. or corp.)?

_____

4. Do you have any downline agents?

_____

5. When was the last time you or your downline (if applicable) wrote a piece of business?

_____

Gerber Life Insurance Company

ELECTRONIC SIGNATURE DISCLOSURE AND CONSENT

This Electronic Signature Disclosure and Consent ("Consent") sets forth the terms and conditions governing my consent to sign documents electronically through, and my use of, the Gerber Life Insurance Company Electronic System (System).

I may decline to electronically sign any document. I acknowledge that declining may slow the speed at which Gerber Life Insurance Company can complete the contracting and appointment process.

At any time, I may contact Gerber Life Insurance Company and request a paper copy of any document signed electronically through the System, at no cost.

Effect of My Consent By agreeing to this Consent, I understand that (i) electronically signing and submitting any document(s) to Gerber Life Insurance Company legally binds me in the same manner as if I had signed in a non-electronic form, and (ii) the electronically stored copy of my signature, any written instruction or authorization and any other document provided to me by Gerber Life Insurance Company, is considered to be the true, accurate and complete record, legally enforceable in any proceeding to the same extent as if such documents were originally generated and maintained in printed form.

I agree not to contest the admissibility or enforceability of Gerber Life Insurance Company' electronically stored copy of this Consent and any other documents. By using the System to electronically sign and submit any document, I agree to the terms and conditions of this Consent.

TO BE COMPLETED BY AGENT

By signing below, I certify that to the best of my knowledge, the information provided within this Contract Kit is true and complete, and that I have read and agree to all disclosures, authorizations and certifications provided throughout.

Contract Kit forms including disclosure/authorization/certification:

- Producer Questionnaire
- Vector One Authorization
- Complinace Manual
- W9 (paid agents only)
- Fair Credit Reporting Act Disclosure
- Agent Agreement
- Electronic Funds Transfer (optional - paid agents only

Agent Name (Print/Type) _____

Agency Name (If applicable - Print/Type) _____

SIGN HERE

Agent Signature _____

Date Signed _____

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

By signing below, I certify that the Upline, Role, Level and Contracting Request Type are accurate to the best of my knowledge and approve the appointment of this agent with Gerber Life Insurance.

Recruiter/GA/MGA Name (Print/Type) _____

Recruiter/GA/MGA Signature _____

Date Signed _____

Agents Direct Reporting Authority _____

Direct Reporting Authority's Agent ID _____

Direct Reporting Authority'sAgent SSN or Tax ID _____

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Gerber Life Insurance Company

Please print clearly and complete all questions:

All fields are required

Agents Legal First Name: _____ Middle Name:_____ Last Name: _____

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 Street Address (No PO Box): _____

City: _____ State: _____ Zipcode: _____

Agency/Corp Name:_____ Tax ID #: _____

Business Street Address: _____

City: _____ State: _____ Zipcode: _____

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.

*Your personal email address is required and will only be used for mandatory Compliance purposes.

NPN (National Producer Number):_____

Check the states you wish to be appointed:

☐ Alabama	☐ Hawaii	☐ Michigan	☐ North Carolina	☐ Utah
☐ Alaska	☐ Idaho	☐ Minnesota	☐ North Dakota	☐ Vermont
☐ Arizona	☐ Illinois	☐ Mississippi	☐ Ohio	☐ Virginia
☐ Arkansas	☐ Indiana	☐ Missouri	☐ Oklahoma	☐ Washington
☐ California	☐ Iowa	☐ Montana	☐ Oregon	☐ West Virginia
☐ Colorado	☐ Kansas	☐ Nebraska	☐ Pennsylvania	☐ Wisconsin
☐ Connecticut	☐ Kentucky	☐ Nevada	☐ Rhode Island	☐ Wyoming
☐ Delaware	☐ Louisiana	☐ New Hampshire	☐ South Carolina	
☐ District of Columbia	☐ Maine	☐ New Jersey	☐ South Dakota	
☐ Florida	☐ Maryland	☐ New Mexico	☐ Tennessee	
☐ Georgia	☐ Massachusetts	☐ New York	☐ Texas	

Errors and Omissions Insurance

Carrier Name_____ Policy Number_____

Coverage_____ Amount_____

Deductible_____ Effective Date_____

Expiration Date_____

Your signature on this Questionnaire affirms that you will promptly notify Gerber Life of any cancellation or modification of coverage and your agreement to maintain Errors and Omissions Insurance covering the sales and service of Gerber Life 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.)

(continue)

Gerber Life Insurance Company

Please print clearly and complete all questions.

(continued)

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.

I certify that the information provided is true and complete to the best of my knowledge and belief. I will report to Gerber Life immediately any event that would change any of the information, in any manner, which I have provided. I understand that failure to provide true and complete information in this application may result in the denial for appointment.

TO BE COMPLETED BY AGENT

Set up as: ☐ Individual ☐ Recruiter ☐ Corporation

_____ _____

Agent Name (Consent to e-signature) **Agency Name (If applicable - Print/Type)**

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

_____

Recruiter/GA/MGA Name (Print/Type)

_____ _____ _____

Agents Direct Reporting Authority **Direct Reporting Authority's Agent ID** **Direct Reporting Authority's Agent SSN or Tax ID**

Agent Role and Level (check only one):

☐ Writing Agent Level _____ ☐ Recruiter-Level _____ ☐ Agency/Corp-Level _____ ☐ Principal Level _____

Contracting Request Type:

☐ Business in House (BIH) ☐ Pre-Appointment Request (AL,LA,MT,PA,TX) ☐ Call Center ☐ Pre-Assignment Request

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Gerber Life Insurance Company

Please print clearly and complete all questions.

ADDITIONAL ADDRESS INFORMATION

Provide all resident addresses not listed on the previous page for the past seven years.

Previous Address

Street:	City:	State:
Zip:	Resided From Date:	Resided To Date:

Previous Address

Street:	City:	State:
Zip:	Resided From Date:	Resided To Date:

Previous Address

Street:	City:	State:
Zip:	Resided From Date:	Resided To Date:

Previous Address

Street:	City:	State:
Zip:	Resided From Date:	Resided To Date:

Previous Address

Street:	City:	State:
Zip:	Resided From Date:	Resided To Date:

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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.

The Consumer Financial Protection Bureau's "Summary of Your Rights under the Fair Credit Reporting Act" is attached to this authorization. If you are a New York applicant, a copy of New York's law on the use of criminal records is attached. By signing below the FCRA attached, you acknowledge receipt of these documents.

Agent Name (Consent to e-signature) _____ Date _____

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Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any appointment, contract, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546. For California, Minnesota and Oklahoma: You have a right to request a copy of the results of the Vector One Debit-Check search.

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed as an insurance producer. The Company, in its sole discretion may continue to conduct periodic commission related debit balance screenings following the engagement of any appointment, contract, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my appointment, contract, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

BY SIGNING BELOW, I HEREBY:

1. Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening ("Screening(s)"), to authorize the Company to consider the results of the Screening in order to determine my eligibility to be contracted and appointed as an insurance producer; and
2. Authorize periodic Screenings as determined by the Company, following any appointment, contract, or other relationship with the Company, utilizing Debit-Check; and
3. Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my Screening, whether directly or indirectly, to the Company and authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company; and
4. Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my Screening, which will contain My Information, to the extent a debit balance is owed.

Agent/Agency Printed Name (Consent to e-signature): _____

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Gerber Life Insurance

A member of Western & Southern Financial Group

ELECTRONIC FUNDS TRANSFER (EFT) REQUEST FORM

*** All parts must be completed before Gerber Life will make any changes. Print all information.**

*Part 1

☐ New Agent ☐ Existing Agent

Choose only one option

☐ New Agency ☐ Existing Agency

*Part 2

Agent Information

Agent Name _____

Address _____

City _____

State _____ Zip _____

Phone Number _____

Last 4 of Social Security Number ___ ___ ___ ___

Complete only one side

Agency Information

Agency Name _____

Principal Agent Name _____

Address _____

City _____

State _____ Zip _____

Phone Number _____

Last 4 of Social Security Number ___ ___ ___ ___

Last 4 of Tax ID ____ ____ ____ ____

*Part 3 Existing Agent or Agency must select 1 of the below 3 boxes

☐ Update current bank information ☐ Change from check to EFT ☐ Change from EFT to check

If selected, skip to Part 5

*Part 4 Bank Information

Bank Name _____

Last 4 of Current Account Number (if updating current bank information) _____ _____ _____ _____

Routing Number (must be 9 digits) _____ _____ _____ _____ _____ _____ _____ _____ _____

New Bank Account Number (include any leading zeros) _____

☐ Checking Account ☐ Savings Account

*Part 5

By completing this form I am authorizing Gerber Life to deposit **any money** owed to me into the account indicated on this form.

Agent Name (Conest to e-signature): _____ Date _____

Return to:

Gerber Life Insurance Company

Commissions

PO Box 1674, Fremont, MI 49412

Or fax to (877) 608-4634

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

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

Print or type. See **Specific Instructions** on page 3.

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 of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

Sign Here	**Signature of U.S. person** ►	SIGN HERE	**Date** ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

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, *later.*

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 (Consent to e-signature) Date

_____ _____

Entity Name (Print or Type) 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 _____

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COMPLIANCE POLICY STATEMENT OF UNDERSTANDING

AGENT COMPLIANCE MANUAL CERTIFICATION FORM

I certify that I have received, read and understand the contents of the Gerber Life Insurance Company Agent Compliance Manual (the "Compliance Manual"), and understand that if I, as the Master General Agent or its sub-agent, as the General Agent or its sub-agent, or as an agent, (collectively referred to as "Agents") 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 paragraph applies to any agent or vendor performing or facilitating 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. In addition to confirming legal compliance with all applicable telemarketing laws, 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. Do Not Call training shall be taken/received within 90 days of the date of initial contracting with Gerber Life, and annually thereafter.

(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 Training and other training requirements. I agree that it is my responsibility to take Anti-Money Laundering training and provide Anti-Money Laundering training to my sub-agents, if any, prior to writing life business 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.

(4) It is my responsibility to ensure that my sub-agents, if any, and I 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) I certify that my sub-agents, if any and I will comply with New York Regulation 194 Producer Compensation Disclosure.

(6) I certify that I and/or my sub-agents, if any, are aware of the requirement that notices by Gerber Life may be given via the Agent Portal and I am aware it is my responsibility to view same

Date

Agent Name (Consent to e-signature) **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