



**Gerber Life
Insurance Company**

Contract Checklist for General Agent (Individual with Advancing)

Name: _____

REQUIRED DOCUMENTS FOR CONTRACTING

General Agent Agreement

- Signature Page Signed & Dated
- Full Name Printed or Typed
- Tax Identification Number Section Completed
- Certification Section Completed, Signed & Dated
- Return Signature Page Only

Advance Commission Issue Amendment

- Select Advance Commission Mode on Signature Page
- Signature Page Signed & Dated by General Agent
- Signature Page Signed & Dated by MGA

Background & Information Sheet

- Personal Section Completed
- Business Section Completed
- Background Experience Questions 1 and 2 Answered
- Answering "YES" to either question requires a written, signed and dated explanation.
- Signed & Dated

Fair Credit Reporting Act Disclosure

- Signed & Dated

Check Deposit Authorization (Optional)

- Completed, Signed & Dated
- Voided Check or Deposit Slip Attached

Current State Licenses

ALL States in Which General Agent Will Be Soliciting Business.

NOTE: For contracted entities who will not sell, solicit, negotiate or hold themselves out as an insurance agency, no license is required except in the following states:

Corporations: GA MS MO PA KY MT UT

Individuals: GA KS MS MO PA KY MT NC UT

PLEASE NOTE

ALL MATERIALS MUST BE RETURNED TO YOUR **MASTER
GENERAL AGENCY** TO CONTINUE THE CONTRACTING PROCESS

Administrative Office
P.O. Box 2271
Omaha, NE 68103-2271



Gerber Life
Insurance Company

General Agent Agreement

This General Agent Agreement (“Agreement”) is between the undersigned General Agent (“GA”) and Gerber Life Insurance Company (“Company”).

See Section K for definitions.

The parties agree as follows:

A. *Appointment* Company authorizes GA to solicit Product applications and to recruit Other General Agents. Company agrees to appoint GA with the appropriate state insurance departments for GA to solicit Product applications. This appointment is not exclusive.

B. *Compensation*

1. For Each Product. GA’s compensation depends on the particular Products sold. Compensation for each Product will be as specified in the Compensation/Product Schedules.

Compensation/Product Schedules may be changed by Company at any time and will be distributed to GA.

2. Contingencies. In addition to any conditions imposed in the Compensation/Product Schedules and any amendments, no compensation is earned until:

(a) GA is licensed and appointed in accordance with laws and Company procedures,

(b) the Product is actually issued, delivered to and accepted by the customer,

and

(c) the premium for the Product is paid to the Company.

3. Compensation After Termination. GA shall not be

entitled to any compensation after the Termination Date of this Agreement, except for:

(a) Vested Compensation,
and

(b) any net credit balance in GA’s account for compensation earned as of the Termination Date.

4. Forfeiture. GA will forfeit all rights to receive compensation, including Vested Compensation, if, in the sole reasonable discretion of Company, GA commits any of the following acts:

(a) breaches any material provision of this Agreement while in effect or any material obligation that survives termination of this Agreement.

(b) commits a fraudulent or illegal act in connection with any activities contemplated under this Agreement.

(c) does any act which results in the suspension or revocation of GA’s insurance license.

C. *GA’s Duties*

1. Licenses and Approvals. GA shall obtain and maintain and provide copies of all necessary licenses and regulatory approvals

- to perform the services under this Agreement.
2. **Monitor and Communicate.** GA may recruit Other General Agents. GA shall monitor its Other General Agents and communicate information to Company, of which it is aware or should be aware, that Company needs to know about its Other General Agents to properly address compliance or other risks. When directed by Company, GA shall communicate Company information to its Other General Agents.
 3. **Solicitation.** GA shall help its Other General Agents in soliciting Products. If GA is contracting as an individual, then GA may solicit applications for Products.
 4. **Service.** GA shall help its Other General Agents in servicing customers. If GA is contracting as an individual, GA shall provide service to GA's customers.
 5. **Confidentiality and Privacy.** GA shall comply with the "Confidentiality and Privacy Amendment" which is attached hereto and incorporated into this Agreement. Company may unilaterally revise the Confidentiality and Privacy Amendment upon written notice to GA.
 6. **Compliance with Laws and Conduct.** GA shall comply with all applicable laws and regulations and act in an ethical, professional manner in connection with this Agreement, including, without limitation, with respect to any compensation disclosure obligations and any other obligations it may have governing its relationships with its clients.
 7. **Compliance with Company Policies.** GA shall comply, and shall ensure its employees comply, and shall instruct and encourage its Other General Agents to comply with all policies, practices, procedures, processes and rules of Company. GA shall promptly notify Company if GA or any of its employees or Other General Agents are not in compliance with any Company policy, procedure, process or rule.
 8. **Insurance.** GA shall have and maintain Errors and Omissions liability insurance covering GA and GA's employees during the term of this Agreement in an amount and nature, and with such carrier(s) satisfactory to Company and provide evidence of such insurance to Company upon request.
 9. **Fiduciary Responsibilities.** GA shall be responsible for all money collected by GA, GA's employees and its Other General Agents on behalf of Company and shall remit to Company all payments and collections received for or payable to Company from Other General Agents, applicants, customers, or others no later than 15 days after receipt, or within any shorter period required by law. All money tendered as payment shall always be the property of Company and shall be held by GA purely in a fiduciary capacity and not for GA's own benefit. GA is not authorized to spend, cash or deposit for any purpose any portion of such money.
 10. **Records.** Except as provided in the Confidentiality and Privacy

- Amendment, GA shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation.
11. Advertising Materials. GA shall obtain Company's written approval prior to using any advertising material or script identifying Company or Products, except such material provided by Company and used pursuant to Company's instructions.
12. Notice of Litigation or Regulatory Proceeding. GA shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. 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.
13. Delivery of Documents to Customers. Upon request from Company, GA shall deliver to its customers any information that Company provides to GA for the purpose of fulfilling Company's obligation to provide such information to the customer, including without limitation, Schedule A to Form 5500 and any other information relating to compensation paid to GA by Company. GA shall deliver such information to its customers within the time period required by ERISA or other applicable law or as otherwise instructed by Company.
- D. *Limitations* GA, either directly or through its employees or Other General Agents, shall not:
1. Expense or Liability. Incur any expense or liability on account of, or otherwise bind Company without specific prior written approval from an Authorized Representative.
 2. Alteration. Alter any advertising materials or make, alter, waive or discharge any contracts or Products on behalf of Company.
 3. Premium Payments and Reinstatement. Extend the time for payment of any premium or waive any premium, or bind Company to reinstate any terminated contract, or accept payment in any form other than a customer check or money order payable to the Company or other method authorized by Company.
 4. Respond in Connection with Proceeding. 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.
 5. Replacement. Replace any existing insurance product or annuity contract unless the replacement is in compliance with all applicable laws and regulations and is in the best interest of the customer. The decision whether to replace an insurance product or annuity contract should be made by the customer. To help the customer make a decision regarding any proposed

replacement, GA must provide the customer with full disclosure (both positive and negative) of all relevant information.

6. Misrepresentation. Misrepresent or induce any Other General Agent to misrepresent, any provision, benefit, or premium of any Product.

E. *Compensation Administration*

1. Accounting. Company will account to GA for payable commissions based upon initial and renewal premiums received and accepted by Company for policies issued upon applications submitted by or through GA. Company reserves the right to freeze GA's account for a reasonable period of time to ensure that funds are available to reimburse the Company for any Indebtedness.
2. 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, GA shall pay to Company all compensation previously paid or credited to GA's account on such returned premium.
3. Set-Off. Company is authorized to set-off and apply any and all amounts due to GA from Company under this Agreement to any and all obligations or Indebtedness of GA or its employees, Other General Agents or affiliates to Company or its affiliates. This right of set-off does not require Company to

make any prior demand upon GA, and the right exists irrespective of whether the obligations of GA or its affiliates are contingent or unmatured. The rights of the Company under this Section E.3 are in addition to any other rights and remedies which the Company may have under this Agreement or otherwise.

4. 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.
5. Limitation of Compensation Actions. Any claim by GA regarding compensation must be brought within one year from the date the compensation was reported on an accounting issued from Company to GA. Any claim regarding compensation must be brought against the corporation which issued the Compensation/Product Schedule to which the claim relates.

F. *Termination With or Without Cause* In addition to the termination provisions set forth in the Confidentiality and Privacy Amendment, GA or Company shall have the right at any time to terminate this Agreement, with or without cause, upon written notice to the other party. Termination shall be effective as of the Termination Date.

G. *Independent Contractor* GA is an independent contractor and not an employee of Company. Subject to legal and regulatory requirements, GA shall be free to exercise GA's own judgment as to the persons from whom GA will solicit

and the time and place of such solicitation.

H. *Inspection of Books and Records*

Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of the GA for the purpose of verifying GA's compliance with the provisions of this Agreement.

I. *Indemnity and Hold Harmless*

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 General 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.

J. *General*

1. **Issue and Product Type.** 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.

2. **Producer of Record.** 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.

3. **Notice.** Any notice required or permitted to be sent to Company under this Agreement shall be delivered personally or sent by U.S. Mail with all postage prepaid or by express mail to:

Gerber Life Insurance Company
PO Box 2271
Omaha, Nebraska 68103-2271

4. **Entire Agreement.** This Agreement, the Confidentiality and Privacy Amendment and the Compensation/Product Schedules constitute the entire agreement between the parties regarding the Products sold under this Agreement.

5. **Governing Law.** This Agreement shall be governed by the laws of the State of New York, without giving effect to that State's principles of conflicts of law.

6. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.

7. **No Waiver.** Failure of Company to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.

8. **No Assignment or Change.** Except for Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or assignment of this Agreement shall be valid unless approved in writing by an Authorized

Representative.
Compensation/Product
Schedules, Confidentiality and
Privacy Amendments and other
amendments to the Agreement
which are required by federal, state
or local laws or regulations may be
distributed only by Company but
need not be signed by either party
to be effective.

9. Survival. GA's appointment
pursuant to Section A of this
Agreement shall immediately
terminate on the Termination
Date. Except for Sections C.2 and
C.3 of this Agreement, all other
provisions of this Agreement shall
survive its termination.

10. Beneficiary. If GA is an
individual, then GA designates the
beneficiary specified on the
signature page or such other party
or parties as GA may designate by
written notice delivered to and
recorded by Company, as
beneficiary for payment of any
compensation becoming due after
GA's death.

11. Headings. Any section or other
heading contained in this
Agreement are for reference
purposes and convenience only
and shall not affect, in any way,
the meaning and interpretation of
this Agreement.

12. Counterparts. This Agreement
may be executed in counterparts,
each of which shall be deemed an
original, but all of which together
shall constitute one and the same
instrument.

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

1. "Authorized Representative"
means the Chief Executive Officer
or President of a Company or an
individual authorized in writing by
the Chief Executive Officer or
President.

2. "Compensation/Product
Schedule" means a Company's
distributed commission schedule
that (a) specifies the amounts and
conditions under which
commissions will be due and
payable to GA for any Product,
and (b) is made a part of this
Agreement.

3. "Indebtedness" means any
amounts owed by GA to
Company, including but not
limited to (a) the chargeback of
any compensation paid or credited
to GA 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
GA, (c) any expenses incurred by
the Company on behalf of GA,
and (d) any amount paid by the
Company, which in its
determination resulted from fraud,
misrepresentation or other
improper conduct by the GA.

4. "Other General 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 GA.

5. "Product" means any insurance
policy, contract, investment
vehicle or other offering identified
in any Compensation/Product
Schedule.

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

[Remainder of page intentionally left blank]



Gerber Life Insurance Company

General Agent

▶ _____
Sign Name (required)

Print Name

Title

General Agent

Date

Designated Beneficiary

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number. For other entities, it is your employer identification number.

Social Security Number								

OR

Employer Identification Number								

Certification

Under penalties of perjury, I certify that:

1. The number provided is my correct taxpayer identification number, 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. person (a U.S. citizen or U.S. resident alien or a partnership, corporation, company or association created or organized in the U.S. or under the laws of the U.S. or an estate (other than a foreign estate) or a domestic trust (as defined in Regulations section 301.7701-7)).

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.

The Internal Revenue Service does not require your consent to any provision of this document other than the above-referenced certifications required to avoid backup withholding.

Sign Here ▶	Signature of U.S. person ▶	Date ▶
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[Remainder of page blank]

Gerber Life Insurance Company

General Agent Agreement

By _____

Name _____

Title _____

Date _____

Please do not complete this page. If approved, you will receive an executed copy of this contract page.

Confidentiality and Privacy Amendment

General Agent

This “Confidentiality and Privacy Amendment” is made a part of and incorporated into the General Agent Agreement between GA and Company (“Agreement”) and is effective on the effective date of the Agreement. To the extent any provision of the Agreement conflicts with or is inconsistent with any provision of this Confidentiality and Privacy Amendment the provisions of this Confidentiality and Privacy Amendment shall control. All other terms and conditions of the Agreement not inconsistent with the terms of this Confidentiality and Privacy Amendment shall remain in full force and effect.

A. Definitions

Except as otherwise defined, any and all capitalized terms in this Amendment shall have the definitions set forth in the Privacy and Security Rules.

1. “Confidential Business Information” means the following nonpublic business or financial information whether in written, oral or electronic form: information which relates to customers or the business of Company including without limitation, sales and rate information, software, business plans and operating strategies, Product information, personal information that is not considered Protected Health Information, and material identifying an association with the Company. Confidential Business Information does not include (a) information similar to Confidential Business Information which is independently owned and developed by GA or (b) information relating to direct or indirect compensation payable, paid or provided to GA under the Agreement.
2. “Confidential Information” means Confidential Business Information and Protected Health Information.

3. “Privacy and Security Rules” shall mean the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, as they may be amended from time to time.
4. “Protected Health Information” shall have the same meaning as that assigned in the Privacy and Security Rules limited to the information created or received from or on behalf of Company.
5. “Representative” means all officers, directors, employees, agents, consultants, representatives, subcontractors, professional advisors and affiliates of GA.

B. GA’s Obligations Regarding Confidential Information

1. Non-Disclosure of Confidential Information. GA agrees to retain all Confidential Information in strict confidence. GA will not use or disclose Confidential Information to others except to GA’s Representatives for purposes related to GA’s performance of its obligations under the Agreement, provided the Representative is first

- informed of the confidential nature of such information and the obligations set forth herein, and agrees to be bound thereby and provided such disclosure is not otherwise prohibited under the Agreement. GA is responsible to Company for a breach of confidentiality by its Representatives.
2. **Safeguarding.** GA agrees to use appropriate safeguards commonly available, such as anti-virus, firewalls and encryption, to prevent use or disclosure of Confidential Information other than as provided for by the Agreement. This shall include, without limitation, compliance with all existing and enacted laws and regulations.
 3. **Reporting Unauthorized Use or Disclosure.** GA agrees to report to Company any incidents involving use or disclosure of Confidential Information not provided for by the Agreement. Such report shall be made as soon as possible, but in no event later than three business days following the date that GA becomes aware of such unauthorized use or disclosure. All details of the incident shall be provided so that Company can assess the scope and impact and take additional action as necessary to safeguard the information. GA shall take action(s) requested by Company, if any, to mitigate such unauthorized use or disclosure.
 4. **Information Regarding Confidential Information.** GA agrees to adequately inform its Representatives of the obligations set forth herein relating to Confidential Information.
 5. **Offshore Outsourcing.** GA agrees that it will not allow any Confidential Information to leave the United States without prior written consent of the Company's Privacy Office. GA further agrees to ensure that any Representative to whom it provides customer information agrees to the same restriction.
- C. *GA's Obligations Regarding Protected Health Information*
1. **Non-disclosure of Protected Health Information.** GA agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law without prior written authorization by Company's Privacy Office.
 2. **Safeguarding.** GA agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement. Additionally, GA agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Company.
 3. **Reporting Security Incidents and Unauthorized Use or Disclosure.** GA agrees to report to Company's Privacy Office any successful security incident of which it becomes aware and any use or disclosure of the Protected Health Information not provided for by the Agreement. Such report shall be made as soon as

- possible, but in no event later than three business days following the date that GA becomes aware of such successful security incident or unauthorized use or disclosure. GA shall take action(s) requested by Company to mitigate any such unauthorized use or disclosure. GA will report any security incident that is attempted but not successful of which it becomes aware only upon receipt of a written request from Company.
4. **Representatives.** GA agrees to ensure that any Representative who creates or receives from or on behalf of GA any Protected Health Information agrees to the same restrictions and conditions set forth in the Agreement, including the implementation of reasonable and appropriate safeguards to protect electronic Protected Health Information.
 5. **Access to Protected Health Information.** At the request of and in the time and manner designated by Company, GA agrees to provide access to Protected Health Information to Company, or as directed by Company, to an Individual in order to meet the requirements under 45 CFR 164.524.
 6. **Amendment of Protected Health Information.** GA agrees to make any amendment(s) to Protected Health Information that Company directs or agrees to pursuant to 45 CFR 164.526 in the time and manner designated by Company.
 7. **Accounting for Disclosures.** GA agrees to document and immediately notify Company's Privacy Office of its disclosure of any Protected Health Information for purposes outside of Treatment, Payment or Health Care Operations, as each term is defined in the Privacy and Security Rules. With regard to each such disclosure, GA will provide Company's Privacy Office (a) the date of the disclosure, (b) the name of the entity or person who received the Protected Health Information, and, if known, the address of such entity or person, (c) a brief description of all Protected Health Information disclosed, and (d) a brief statement regarding the purpose and explanation of the basis of such disclosure and the name(s) of all Individuals whose Protected Health Information was disclosed in accordance with 45 CFR 164.528.
 8. **Inspection of Internal Practices, Books and Records.** GA agrees to make its internal practices, books, and records, including policies, procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to Company, or at the request of Company to the Secretary or their designee, in a time and manner designated by Company or the Secretary for purposes of determining Company's compliance with the Privacy and Security Rules.
- D. *Return or Destruction of Confidential Business Information and Protected Health Information* Upon termination of the Agreement, for any reason, GA will promptly return or destroy all Confidential Business Information. Upon written request of Company, the destruction or return of such information shall be confirmed in

writing. Upon termination of the Agreement, for any reason, GA shall return, if feasible, all Protected Health Information that GA maintains in any form and retain no copies of it. If the return of any Protected Health Information is not feasible, the protections of the Agreement shall be extended to the Protected Health Information and GA's use and disclosure of such Protected Health Information shall be limited to those purposes that make the return of the Protected Health Information not feasible, for so long as GA maintains the Protected Health Information.

- E. *Disclosures Required by Law or a Governmental Authority* If GA is required to disclose Confidential Information in response to legal process or a governmental authority, GA shall immediately notify Company's Privacy Office and, upon request, cooperate with Company in connection with obtaining a protective order. GA shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use commercially reasonable efforts to ensure that confidential treatment will be accorded such Confidential Information.
- F. *Compliance with Laws* GA shall comply with its obligations under the Agreement and under any applicable state

or federal law or regulations as may be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use and disclosure of Confidential Information.

- G. *Amendment* This Confidentiality and Privacy Amendment shall be amended to conform to any new or different legal requirements that result from any changes, revisions or replacements of the Privacy and Security Rules, on or before the effective date thereof. Company may change, revise or replace this Confidentiality and Privacy Amendment in its sole discretion upon notice to GA without the consent of GA. In the event of a conflict between the requirements of this Confidentiality and Privacy Amendment and those of the Privacy and Security Rules, the Privacy and Security Rules shall control.
- H. *Survival* The respective rights and obligations of GA under this Confidentiality and Privacy Amendment shall survive the termination of the Agreement.
- I. *Termination for Violation of this Confidentiality and Privacy Amendment* Company may terminate the Agreement, effective immediately upon notice to GA, if GA has violated the terms of this Confidentiality and Privacy Amendment.

Acknowledged by Company:

By 

Name Thomas Conde
Title Senior Vice President



**Gerber Life
Insurance Company**

BACKGROUND AND INFORMATION SHEET

Name: _____

Social Security Number: _____ Date of Birth: _____

Home Address (must be a physical street address): _____

Home Phone: _____ Cell Phone: _____
(optional)

E-mail Address: _____
(optional)

Business Name: _____
(if applicable)

Personal Business Address: _____

*Note – All correspondence (including compensation statements), will be mailed to the personal business address indicated. Only one business address is supported per individual. If no business address is indicated, mail will be directed to home address.

Address for overnight packages (cannot be a P.O. Box): _____

Business Phone: _____ Business Fax: _____

Tax I.D. Number: _____ E-mail Address: _____

Please identify your Master General Agency (if applicable): _____

BACKGROUND EXPERIENCE. Note: Please read each question carefully. Failure to answer “Yes” below, when appropriate, may result in the denial of your request to be contracted.

1. Have you ever been fined, suspended, placed on probation, paid administrative costs, 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 (formerly known as the NASD), SEC or any other regulatory authority?
_____ Yes _____ No
2. Have you ever been convicted or plead guilty or nolo contendere (no contest), served any probation, paid any fines or court costs, had charges dismissed through any type of first offender or deferred adjudication or suspended sentence procedure, or are any charges currently pending against you for any offense other than a minor traffic violation?
_____ Yes _____ No

PROVIDE A WRITTEN EXPLANATION AND APPLICABLE SUPPORTING DOCUMENTATION (i.e., court documents, insurance department documents, etc.) FOR ANY QUESTION TO WHICH YOU RESPONDED “YES”. Please be sure to date and sign the written statement.

Candidate Signature

Date



**Gerber Life
Insurance Company**

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 as an insurance producer. We will obtain these consumer reports from:

First Advantage Corporation
100 Carillon Parkway, Suite 100
St. Petersburg, FL 33716

“Consumer report” means a 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 contracted as an insurance producer.

This means a credit report, 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 appointed.

For 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.
 Yes, please provide me a copy of the consumer report

For 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.

CANDIDATE'S STATEMENT – READ CAREFULLY

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 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.

AUTHORIZATION

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, this authorization will remain valid as long as I am contracted with Gerber Life Insurance Company.

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

Candidate Signature

Date

Print Name

NETWORK INSURANCE

FAX: 727-785-5031

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	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 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.

Social security number
+
or
Employer identification number
+

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

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. person (including a U.S. resident alien).

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 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, 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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.