



# GUARANTEE TRUST LIFE INSURANCE COMPANY

1275 Milwaukee Avenue • Glenview, Illinois 60025

847-699-0600 • www.gtlic.com

## CONTRACT/APPOINTMENT APPLICATION

Please Print or Type All Information

### ► Personal Information

1. Name \_\_\_\_\_  
(Last) (First) (Middle Initial) SS#

2. Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_  Male  Female

3. Drivers License # \_\_\_\_\_ (State) \_\_\_\_\_

4. Marital Status  Single  Divorced  Married 5. Spouse's Full Name \_\_\_\_\_

6. Home Address: \_\_\_\_\_  
Street City State Zip

Home phone \_\_\_\_\_

(If less than 7 years, please provide previous address) \_\_\_\_\_

7. Business address: \_\_\_\_\_  
Street City State Zip

Business phone \_\_\_\_\_  
(Area Code) (Number)

Fax number \_\_\_\_\_  
(Area Code) (Number)

E-Mail address \_\_\_\_\_

### ► Corporation Information

8. Company Name \_\_\_\_\_ Fed. ID # \_\_\_\_\_

Company Insurance License # \_\_\_\_\_ (Copy Required)

Indicate other Principal Parties in Partnership or Corporation, list Officers of the Company:

Name \_\_\_\_\_ Title \_\_\_\_\_ SS # \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ SS # \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ SS # \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ SS # \_\_\_\_\_

### ► Financial

9. Bank Name \_\_\_\_\_

Account # \_\_\_\_\_ Type of account \_\_\_\_\_

Have you or your company:

10. Declared bankruptcy?  Yes  No

11. Been a defendant in a lawsuit?  Yes  No

12. Any outstanding and/or unsatisfied judgments or liens against you?  Yes  No

13. Ever been involved in a business venture that failed?  Yes  No

14. Any outstanding debt(s) with any insurance company or companies?  Yes  No

If you answered "Yes" to any of the above, please attach a detailed explanation.

► **Licensing Information: All Agents must submit a copy of current license(s) (Resident & Non-Resident)**

15. Type of license:       Life               A&H               Broker              License # \_\_\_\_\_
16. How long have you been in the Life field? \_\_\_\_\_ A&H field \_\_\_\_\_
17. Have you ever been licensed with GTL?       No               Yes              Prior Code # \_\_\_\_\_
18. Are you full-time in the insurance business?       No               Yes              If not, state other business: \_\_\_\_\_
19. With which other insurance companies are you presently licensed/appointed? \_\_\_\_\_

► **Background Information**

20. Have you ever been investigated or fined by an Insurance Regulatory Authority?       Yes       No
21. Has your insurance license ever been suspended or revoked?       Yes       No
22. Have you ever plead guilty or “nolo contendere” to or been found guilty of a felony?       Yes       No
23. Have you ever had a bond canceled or declined?       Yes       No
24. Are you now the subject of any complaint, investigation or proceeding which could result in a “yes” answer to any of the above questions?       Yes       No

If you have answered “Yes” to any of the above questions, please attach a detailed explanation.

► **Employment History**

25. Current Employer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_ Start Date \_\_\_\_\_
26. Current Employer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_ Start Date \_\_\_\_\_
27. Current Employer: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone # \_\_\_\_\_ Start Date \_\_\_\_\_

(Please provide 7 years of employment history. Attach additional information if necessary)

► **Education**

28. Highest Level of Formal Education       Grammar School       High School       College       College+
29. Professional Designations \_\_\_\_\_

**Fair Credit Reporting Act (FCRA)** — Public law requires that we advise you that a routine inquiry by accessing public records, may be made which will provide applicable information concerning your character, general reputation, personal characteristics, and mode of living. By signing below, you understand the above and authorize all persons and entities to release information about you they may have. You also acknowledge that you have read and understand the attached “Summary of Your Rights under the Fair Credit Reporting Act.” Upon written request, additional information as to the nature and the scope of the report, if one is made, will be provided.

► **Signature of Applicant** \_\_\_\_\_ Date \_\_\_\_\_

- **This section is to be completed by the recruiting General Agent:**      Sub Agent Code: \_\_\_\_\_
- Recruiting General Agent Name \_\_\_\_\_ Code # \_\_\_\_\_
- Pay Writing Agent’s Commissions to:       Recruiting GA Only      or       Applicant Only
- Mail Policies to:       Recruiting General Agent      or       Applicant (New General Agent)
- Name: \_\_\_\_\_ Name: \_\_\_\_\_
- Address: \_\_\_\_\_ Address: \_\_\_\_\_
- Primary Product \_\_\_\_\_ 1<sup>st</sup> Yr. Commission Rate \_\_\_\_\_ %

## SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every Consumer Reporting Agency (CRA). Most CRAs are credit bureaus that gather and sell information about you — such as where you work and live, if you pay your bills on time, and whether you've been sued, arrested, or filed for bankruptcy — to creditors, employers, landlords and other businesses. The FCRA gives you specific rights in dealing with CRAs, and requires CRAs and certain other individuals or entities to provide you with a summary of these rights as listed below. You can find the complete text of the FCRA, 15 U.S.C. 1081 at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take adverse action against you — such as denying an application for credit, insurance, or employment — must give you the name, address, and phone number of the CRA that provided the report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if an individual or company has taken adverse action against you because of information supplied by the CRA, if you request the report within sixty (60) days of receiving the notice of the adverse action. You are also entitled to one free report every twelve (12) months upon request, if you certify that (1) you are unemployed and plan to seek employment within sixty (60) days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you a fee of up to eight dollars to provide you a copy of your report.
- **You can dispute inaccurate or incomplete information with the CRA.** If you tell a CRA that your file contains inaccurate or incomplete information, the CRA must reinvestigate the items (usually within thirty [30] days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs to which it has provided the information of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any changes. If the CRA's investigation does not remove the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within thirty (30) days after you dispute its accuracy or completeness. However, the CRA is not required to remove data from your file that is accurate unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell a person or entity such as a creditor who reports to a CRA — that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you have notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven (7) years old, or ten (10) years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to those who have a need recognized by the FCRA usually to consider an application you have submitted to a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not report to your employer, or prospective employer, about you without your written consent. A CRA may not divulge medical information about you without your consent.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll free number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** You may sue a CRA or other party in state or federal court for violations of the FCRA.
- **You may have additional rights.** You may have additional rights under state law and you may wish to contact local consumer protection agency or a state attorney general to learn of your potential rights.

**GUARANTEE TRUST LIFE INSURANCE COMPANY**  
**1275 MILWAUKEE AVENUE**  
**GLENVIEW, IL 60025**

**GENERAL AGENT AGREEMENT**

**THIS AGREEMENT** is entered into by and between **GUARANTEE TRUST LIFE INSURANCE COMPANY** (herein referred to as “we”, “our”, “us”, or “GTL”) and the corporation, partnership, or individual named below as **GENERAL AGENT** (herein referred to as “you”, “your”, “yours”, or “GA”), effective as of the Effective Date written below. In consideration of the mutual covenants in this Agreement, it is agreed that:

**I PRIOR AGREEMENTS**

- A.** This Agreement will supersede any prior agreement between us and you as to new business issued through you after the Effective Date.
- B.** If such prior agreement is in existence, it is hereby canceled, except that on any business already issued, any commission and service fees payable thereunder will, subject to all liens and assignments, continue to be paid in accordance with its terms and commission schedules.
- C.** Nothing herein shall be construed to effect or waive any prior claim, whether for money or otherwise, that we may have against you.

**II AUTHORITY**

**A. Solicitation**

- 1. You are authorized to solicit and procure, personally or through Representatives or Solicitors, provided required licenses and/or registrations are in force, applications for insurance issued by us, as may be provided in Schedules to this Agreement or by other written supplement to this Agreement. You are further authorized to deliver issued policies, to collect initial premiums, and to service the business. All checks or money orders received by you in payment of premium must be made payable to the order of GTL.
- 2. We may refuse to process any application or issue or amend any policy and/or certificate application. We will not be required to specify the cause for such action.

**B. Representatives and Solicitors**

We appoint you to solicit and to recommend for appointment appropriately licensed and/or registered Representatives and Solicitors, subject to our practices and procedures. Representatives are defined as any person or entity having an agreement with us that is authorized to legally solicit insurance in a state, including but not limited to, brokers and independent producers. Solicitors are the same as Representatives except that their agreement is with you.

- 1. You will be responsible for confirming that each Representative and Solicitor under you is properly licensed and/or registered in each jurisdiction in which they do business.
- 2. Agreements with Representatives shall be made directly with us in writing on our forms and will not become effective until approved and executed by us. You will have no authority to modify or amend any such agreement. We may, at our option, refuse to contract with any

proposed Representative and we may terminate any agreement with any Representative with or without cause. Unless you or the Representative has been terminated for cause, this will not affect your right to receive override commission for any business produced by the Representative prior to the termination. After a Representative has had an agreement with us for one year, you will not maintain rights to: (i) any terminated Representative or any policies of insurance produced by that Representative after termination; or (ii) any Representative or any policies of insurance produced by that Representative after your termination.

3. Agreements with Solicitors must be made directly between you and the Solicitor. We will not be a party to such agreement. We may, however, cancel any Solicitor's appointment with us at any time without stating cause.
4. Your working with a Representative or Solicitor will be deemed acceptance of your supervisory responsibilities with respect to such Representative or Solicitor and you shall be wholly responsible for the acts and omissions of each Representative or Solicitor. You unconditionally guarantee the full and prompt payment of any Debit Balance (as defined in Section V) of any Representative or Solicitor when due as required in Section V or upon a Representative's bankruptcy or insolvency proceedings. You acknowledge that we are not required to attempt to collect any Representative's or Solicitor's Debit Balance.
5. We may, from time-to-time, authorize you to market for us, non-insurance products. You and your Representatives and Solicitors will not represent such non-insurance products as insurance.
6. Agreements we have with your Representatives made prior to the Effective Date of this Agreement may remain in force. Payment of commission for insurance solicited by these Representatives under any of these prior agreements will be made pursuant to such agreements and the applicable current commission schedule.

### **C. Relationship**

You will be free to exercise your own judgment as to the time and manner of performing the service authorized by this Agreement, subject to such rules and regulations as may be adopted from time-to-time by us, respecting the conduct of business. You will be an independent contractor, and nothing contained herein shall be construed to create the relationship of employer and employee between you and us.

### **D. Responsibility**

You will be responsible for you and your Representatives and Solicitors:

1. For abiding by all applicable local, state, and federal laws and regulations and abiding by all rules, guidelines and requirements established by us from time to time in conducting business under this Agreement;
2. For maintaining accurate records and accounting for all transactions under this Agreement, and for making those records and accounting available to us whenever requested by us;
3. For payment of all expenses, fees and taxes incurred in the performance of this Agreement;
4. For transmitting all monies collected by you; or by your Representatives and Solicitors if sent to you; for us, and such money will be considered as funds held in trust by you and, therefore, you will be liable to us for all such monies;

5. To us for, and to hold us harmless from, all expenses, costs, causes of actions, and/or damages resulting from or arising out of any unauthorized or illegal act by you, or your employees, or any Representatives or Solicitors assigned to you;
6. For not directly or indirectly contacting or communicating or meeting with any GTL policyholder by you or your Representatives or Solicitors for the purpose of rewriting, canceling, lapsing or replacing any GTL policy with insurance coverage of another insurance carrier. This provision will survive termination of this Agreement.

#### **E. Limitation of Authority**

Your authority will extend no further than is stated in this Agreement. Without limiting the foregoing, you have no authority to make, alter, or discharge any insurance policy or extend any provision thereof, to waive or extend any policy obligations or conditions, to receive premiums except the first, to extend the time for payment of premiums or otherwise, to enter into any agreement directly or indirectly, providing for the financing of premiums, to waive any contractual forfeiture or guarantee premiums, dividends or interest, or to incur any debt or liability against us, or to otherwise bind or commit us except as authorized here.

### **III MINIMUM REQUIREMENTS**

We reserve the right to establish from time-to-time minimum requirements for production, placement, claim loss ratio, and/or persistency to maintain this Agreement. Such requirements will be delivered to you in writing. Termination of this Agreement for failure to meet such requirements will be considered a voluntary termination and not, in and of itself, termination for cause.

### **IV COMMISSIONS**

- A.** You will receive full compensation for your services the selling and renewal commission, service fees, and other compensation in accordance with the current Commission Schedule(s) attached to and made a part of this Agreement. Commission will be paid on all policies produced by you or by your Representatives or Solicitors. We reserve the right to change or amend the Commission Schedule(s), however, any changes or amendments will apply only to applications received by us after the applicable effective date of the changed or amended Commission Schedule(s).
- B.** If you should fail to pay to us any amount due under this Agreement on or before the 30<sup>th</sup> day after such amount becomes due, you shall pay to us, as an administration fee, any renewal commissions that become payable. Your right to receive any renewal commissions shall terminate.
- C.** Pursuant to our agreements with them, commission payable by us directly to Representatives assigned to you will be deducted from commission otherwise payable to you.
- D.** Commission for policies produced by Solicitors will be paid to you. We will not pay commission to Solicitors directly.
- E.** Commission payable to you for policies not included in the current Commission Schedule(s) will be determined in accordance with our practices in effect at the time.
- F.** Commission is payable only for premiums paid to us and accepted by us. Should more than one organization and/or individual claim entitlement to commission, such commission will be divided as we determine. In no event will we be liable for more than one gross commission or service fee.
- G.** Subject to Section V, selling and renewal commission, service fees, and other commission for premiums paid in advance will not be payable until the regular due date of such premiums.

- H.** If any premiums are refunded for any reason, you will promptly refund any commission received on account of such refund.
- I.** We reserve the right to postpone payment of commission until you are owed a minimum of twenty-five dollars (\$25.00).
- J.** All calculations regarding commission will be made on the basis of our records. Should you disagree with our records, you must notify us in writing of your disagreement within 60 days from the date of receipt of your statement. If you do not do so, our decision as to amounts due under this contract will become final.
- K.** As security for your obligations to us under this Agreement, you hereby assign and transfer to us and grant us a security interest in any and all commissions and other amounts payable by GTL to you. General Agent agrees that it is the owner of these amounts and will keep these amounts free of all liens, claims, security interests or other encumbrances.
- L.** We may offset any debt or other liability owed by you, or any Representatives assigned to you, to us against any commission due to you.

## **V ADVANCES AND LOANS**

GTL may, at its discretion, make one or more advances to you in anticipation of future commission payable to you under this Agreement. All advances and other like amounts, including but not limited to, commissions paid on lapsed, terminated or refunded policies; purchased leads; or retained commissions (all herein referred to as “Debit Balance”) shall be deemed loans to you and shall be reflected as such in your account on the books of GTL. General Agent agrees to repay the Debit Balance as follows:

- A.** The outstanding Debit Balance may bear interest at 12% per year (or the highest rate allowed by law). Interest shall be calculated for the actual number of days elapsed.
- B.** Debit Balance plus all accrued interest shall become immediately due and payable on the earlier of termination of this Agreement or demand by us.
- C.** The Debit Balance plus accrued interest may be prepaid without penalty. You acknowledge and agree that you have read and understand the disclosures in Exhibit A.

## **VI PAYMENTS AFTER TERMINATION**

If this Agreement is terminated other than for cause under Section VII C. of this Agreement, then your selling and renewal commission are vested subject to the following:

- A.** We will continue to pay your commission, if any, as provided in Section IV of this Agreement, so long as your total commission for the preceding year is in excess of the amount shown in your Commission Schedule.
- B.** You will have no vested rights in service fees or other compensation.
- C.** We will pay your vested commission to you or your legal representative.
- D.** You have satisfied all obligations to us, including but not limited to those in Section IV. K. and Section V.
- E.** Commission will be reduced by a service charge of 5% of premium.

## **VII TERMINATION**

In the event of termination of this Agreement, you will account for and remit to us any amounts held for us, or due us, and shall return all undelivered policies, advertising materials or any of our property you have in your possession.

### **A. Voluntary Termination**

This Agreement may be terminated by us or you, without stating cause, by written notice personally delivered or mailed to the last known address of the other party, at least 30 days, or such longer period required by applicable law or regulation, before the effective date of termination. Any notice of termination will be deemed given on the day mailed or personally delivered.

### **B. Automatic Termination**

This Agreement will be terminated automatically without notice by:

1. Your death, if you are an individual; or
2. The death of any partner, if you are a partnership; or
3. The dissolution of the corporation or disqualification to do business under applicable law, if you are a corporation; or
4. Revocation or termination of your license in any applicable jurisdictions; or
5. You becoming unable to pay your debts as they mature, making an assignment for the benefit of your creditors or becoming a subject of bankruptcy, insolvency, or similar proceedings.

### **C. Termination for Cause**

This Agreement will be terminated for cause, as of the day we mail notice to you at your last known address, if you directly or indirectly:

1. Comingle or misappropriate any money or other property belonging to us;
2. Fail to deliver any policies issued and given to you for delivery;
3. Fail to deliver to us any receipts or other property belonging to us;
4. Violate any of the laws or regulations regulating the sale or solicitation of products covered under this Agreement, or violate any company procedures whether before or after termination;
5. Commit any dishonest act in connection with the sale or solicitation of insurance products; or
6. Violate any terms of this Agreement.

We may give you notice of termination for cause even after voluntary termination or automatic termination.

In the event this Agreement is terminated for cause, no further commission is due you under this Agreement.



## **VIII ADVERTISING AND MARKET CONDUCT**

- A.** You will not print, publish, distribute, use, or permit any Representative or Solicitor assigned to you to print, publish, distribute or use any advertisement, sales material, illustration or any other document or software of any kind concerning:
  - 1. The products solicited under this Agreement; or
  - 2. Guarantee Trust Life Insurance Company, our products, procedures or standing without our prior written consent.
- B.** You will not alter, modify or use advertising or other materials prepared by us without our prior written consent.
- C.** You will comply with and cause each of your Representatives and Solicitors to comply with all of our company procedures and rules concerning advertising and market conduct, including but not limited to our Advertising Policy, Advertising Submission Form, Advertising Checklist, Marketing Guidelines and Code of Ethical Market Conduct.
- D.** You shall, and shall cause each Representative and Solicitor to forward applications for insurance solicited under this Agreement to us as soon as possible, but not later than 10 days after the date of such applications. Policies issued by us shall be delivered promptly to the policyholder.
- E.** You and your Representatives and Solicitors shall engage in any training program as requested by us.

## **IX GENERAL PROVISIONS**

### **A. Changes**

We may at any time and from time-to-time:

- 1. Modify, amend, or fix minimum and maximum production limits for any policy form or contract;
- 2. Modify or amend the conditions or terms under which any policy form or contract may be sold;
- 3. Discontinue or withdraw any policy form or contract from any state or any area;
- 4. Cease doing business in any state;
- 5. Modify the terms of this Agreement.

Notification of modification of this agreement shall be delivered to you at your last known address. Any modifications referred to in this paragraph shall be prospective only.

### **B. Assignment**

You may not assign or transfer this Agreement or any benefit thereunder without our prior written consent. We do not assume any responsibility for, or guarantee the validity or sufficiency of, any assignment by granting our consent, nor will any assignment become operative until any indebtedness owed by you to us, created prior to or subsequent to such assignment, is liquidated.

**C. Service of Process**

You will send us, by certified mail within 48 hours of its receipt, any paper served upon you in connection with any complaint, proceeding, hearing, or action against us. If failure on your part to comply with this provision causes us additional loss or expense, you will reimburse us.

**D. Governing Law**

This Agreement is an Illinois contract and will be construed in accordance with the laws of Illinois.

**E. Waiver**

Our forbearance or failure to exercise any rights, or to insist upon strict compliance herewith, will not constitute a waiver of any of your obligations under this Agreement.

**F. Corporate Notification**

If you are a corporation, you will immediately notify us of any changes in the ownership, officers, or directors of the corporation.

**G. Mandatory Binding Arbitration**

Except as otherwise provided in this Agreement, all claims, disputes, and other controversies arising out of or in any manner relating to this Agreement, or any other agreement executed in connection with this Agreement, or to the performance, interpretation, application or enforcement hereof, including but not limited to breach hereof (in each case, "Dispute"), shall be submitted to binding, non-appealable arbitration and such arbitration shall be governed by the Uniform Arbitration Act, 710 ILCS 5/1.

Either party may within one (1) year from the date of the alleged breach or occurrence resulting in the Dispute, make a demand for arbitration by filing a demand in writing with the other party and serving the same by depositing it in the U.S. Mail, certified mail, return receipt requested. GTL and GA shall each choose, within sixty (60) days after demand arbitration is made, a former officer or executive of an insurance company as its arbitrator and the two appointed arbitrators shall choose a third arbitrator possessing the same qualifications. If either party fails to appoint an arbitrator within sixty (60) days after the written demand for arbitration is made, the party who has appointed an arbitrator may petition the Circuit Court, Cook County, Illinois for an order compelling the non-complying party to appoint its arbitrator. All reasonable costs incurred as a result of obtaining the court order compelling appointment of an arbitrator shall be paid by the non-complying party.

All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions hereof, shall take place in Cook County, Illinois. The hearing before the arbitrators of the matter to be arbitrated shall be at the time and place within said County as is selected by the arbitrators. Notice shall be given and the hearing conducted in accordance with the Uniform Arbitration Act.

The decision of any two arbitrators with respect to a Dispute shall be binding and conclusive and nonappealable and shall be submitted to the court for confirmation with the same effect as a judgement.

Each of the parties hereby irrevocably waives punitive, exemplary, consequential and other non-compensatory damages in connection with any arbitration award with respect to any Dispute.

The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators shall determine. The successful party shall recover as expenses all reasonable attorneys' fees incurred by said party in connection with the arbitration proceedings.

**H. Miscellaneous**

“Policy” means any policy; certificate or other evidence of insurance coverage.

**X ENTIRE AGREEMENT**

This Agreement, including any attached schedules, supplements, amendments, or other agreements incorporated herein by reference, represents the entire Agreement between you and us. No promise, agreement, understanding, or representation will be binding unless made in this Agreement, or by an instrument in writing, signed by you and one of our officers; provided, however, current schedules and supplements may be in a form of written notice from us to you which expresses by its terms an intention to modify prior schedules and/or supplements.

**XI EFFECTIVE DATE**

This Agreement will be effective as of the Effective Date shown below, if you have been duly licensed in the appropriate jurisdictions, and if it is executed by you and at least one of our officers. The initial term of this Agreement shall be for one (1) year from the Effective Date and shall automatically renew for additional one year terms unless it is terminated as stated above.

To be completed by  
GENERAL AGENT

To be completed by  
GUARANTEE TRUST LIFE  
INSURANCE COMPANY

\_\_\_\_\_  
(Print Name on License)

BY: \_\_\_\_\_  
GA Signature

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

SENIOR VICE PRESIDENT  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## DISCLOSURE STATEMENT

### EXHIBIT A

**MEANING OF WORDS:** The words "you", "your" and "yours" mean each and all those who sign the General Agent Agreement as borrower. The words "we", "our" and "us" refer to Guarantee Trust Life Insurance Company, its successors and assigns, and the word "Loan" means all advances on your commissions and any other amounts that we may lend to you pursuant to the General Agent Agreement between you and us.

**PRINCIPAL BALANCE COMPUTATION METHOD:** We figure the FINANCE CHARGE on your account by applying the periodic rate to the amount you owe as of the date of the calculations (including any new loans and subtracting any payments or credits).

**FINANCE CHARGE:** The FINANCE CHARGE begins to accrue beginning on the date each loan is made. We calculate the FINANCE CHARGE for the actual number of days elapsed, using a monthly periodic rate of 1%, or an ANNUAL PERCENTAGE RATE of 12%. There is no "free period" or time period within which any loan may be repaid without incurring a FINANCE CHARGE.

**WHEN PAYMENTS ARE DUE:** The principal balance and accrued FINANCE CHARGES will be immediately due and payable, without notice or demand (except as provided in subsection (iii) below), on the earlier of (i) the date you would otherwise become entitled to receive any compensation or other payments under the General Agent Agreement from time to time to the extent of such compensation, in which case we may exercise our right of set-off or recoupment in accordance with the General Agent Agreement; (ii) the expiration or earlier termination of the General Agent Agreement; or (iii) demand by us.

**OTHER CHARGES:** In the event that you fail to pay us any amount on or before the 30<sup>th</sup> day after such payment became due, you shall pay to us all administration fee, to the extent permitted by applicable law, in the amount of any renewal, commissions that would otherwise have become due to you. You shall also reimburse us, to the extent permitted by applicable law, for all reasonable costs and expenses (including, without limitation, legal fees and expenses and internal administrative expenses) that we pay or incur in connection with (i) the collection, before and after judgment of the principal balance of the Loan, (ii) the enforcement of the General Agent Agreement, or (iii) any attempt by any creditor or assignee of yours to collect any amount from us.

**SECURITY INTEREST:** The Loan is secured by all compensation or any other amounts which may now be due or hereafter come due to you under the General Agent Agreement or any other contract between you or any of your affiliates and us.

### YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### Notify Us In Case of Errors or Questions About Your Monthly Statement

If you think your Monthly Statement is wrong, or if you need more information about a transaction on your Monthly Statement, write to us on a separate sheet of paper at the address listed on your Monthly Statement. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first Monthly Statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, please give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your Monthly Statement automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

#### Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the Monthly Statement was correct.

After we receive your letter, we cannot try to collect any amount in question or report you as delinquent. We can continue to bill you for the amount in question, including finance charges. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your Monthly Statement that are not in question.

If we find that we made a mistake on your Monthly Statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must notify anyone we report you to that you have a question about your Monthly Statement. We must tell you the name of anyone we report you to. We must inform anyone to whom we have previously reported you, if the matter has been settled between us.

# ADVANCED COMMISSIONS FINANCE AGREEMENT

## General Agent

This instrument sets forth the agreement between the undersigned General Agent, hereinafter referred to as the "GA" and Guarantee Trust Life Insurance Company, hereinafter referred to as the "Company," relating to the payment by the Company to the GA commissions before they are earned ("advances"). Commissions are payable in accordance with the provisions of the General Agent Agreement between the GA and the Company relating to the sale of the Company's insurance products.

1. In accordance with the terms hereof, advances of commission will be made to the GA on a regular basis as policies are issued pursuant to the terms of the GA's agreement with the Company relating to the sale of the Company's insurance products. The amount of such advances shall be determined by the Company. These advances against future commissions shall automatically be continued to be solely at the Company's discretion. Such advances of future commissions shall be considered loans to the GA by the Company and are subject to the terms hereof.
2. The acceptance by the GA of any advance commission payment from the Company shall be conclusive evidence that such advance commissions are owed to the Company until paid or earned pursuant to the terms of this Agreement and the GA Agreement.
3. In consideration for the making of advances to the GA against future commissions, the GA hereby assigns and pledges all right, title and interest to all commissions payable to the GA pursuant to the terms of its General Agent Agreement with the Company, and any other monies payable to the GA thereunder, as collateral security for the repayment of any outstanding advance balances of the GA owed to the Company. The GA hereby agrees that any advanced amount may be at any time deducted and withheld by the Company from commissions earned by the GA under the terms of the General Agent agreement, until such time as any and all advanced amounts owed to the Company by the GA are paid in full.
4. The GA hereby agrees that if an advance of commissions on an issued policy is made to the GA, and the underlying policy is terminated during the period for which advances have been made, any remaining balance due on the advance for such policy shall be deducted from future commissions advanced or earned commissions payable to the GA. Notwithstanding the foregoing, the GA agrees that repayment of any such advance commissions against a terminated policy shall be made immediately by the GA if requested by the Company.
5. In all events, the GA hereby agrees to pay immediately upon demand by the Company any balance due and owing on the balance of any advanced commissions upon termination of the GA's General Agent Agreement with the Company or termination of GA's representative's agent with the Company.
6. For any advanced commission amounts that are not repaid in accordance with the provisions of this Agreement, the GA hereby agrees to pay interest at the rate of TWELVE PERCENT (12%) per annum compounded monthly until such amount is paid in full to the Company.
7. The GA warrants and represents that none of the commissions payable to the GA by the Company are subject to any prior assignment, claim, lien or security interest, and that the GA is authorized to make such assignment as collateral security in accordance with the terms of this Agreement. The GA hereby agrees to execute all financing statements required for the Company to perfect its security interest in the collateral pledged hereunder. The GA hereby represents and warrants that it shall take all action necessary to secure the lien right of the Company on the receivables pledged herein such that the Company may, in the event of default by the GA, directly pursue as the GA's assignee, the amounts owed by the GA's agents and sales representatives, or such other monies payable to the GA by other insurance companies.
8. If commission advances owed to the Company, or its designee, as a result of the terms of this Agreement are not repaid by the GA when due pursuant to the terms hereof, or if an agreement is not reached with the Company for the repayment of said obligations within thirty (30) days after the due date, the GA hereby agrees to pay all costs of collection, including, but not limited to, attorney fees and the costs of suit.

- 9. If any amounts owed to the Company are not paid as required hereunder, the GA hereby agrees that the Company may initiate suit against the GA in the jurisdiction of the Company's choice. The GA hereby expressly consents to the service of process in the jurisdiction if a suit is brought by the Company against the GA for amounts owing hereunder.
- 10. There will be no advances allowed on monthly direct bill business.

**If the foregoing sets forth the terms of the Agreement between the Company and the GA, please execute one copy of this Agreement and forward the selected copy to the Company.**

General Agent

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of the General Agent

\_\_\_\_\_  
Print or type name of General Agent

GUARANTEE TRUST LIFE INSURANCE CO.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

REQUESTED ISSUE ADVANCE RATE: \_\_\_\_\_

## Automatic Deposit Payment Plan

### How Your Automatic Deposit Payment Plan Works

The GTL Automatic Deposit Payment Plan ensures that your commissions are received on time. Here's how:

1. Your commissions are automatically deposited into your bank account. The amount of your deposit will be reflected on the statement sent to you.
2. Once you select the Automatic Deposit Payment Plan, all amounts due to you will be paid under this method. To cancel this service, simply notify us in writing.
3. To ensure your records are properly balanced, remember to make the appropriate entry to your account register each month. GTL must be notified within 30 days of the deposit date if there is a discrepancy with your deposit. This will enable GTL to comply with Federal Banking laws. Failure to notify GTL may result in the loss of your deposit.

### How To Enroll in the Automatic Deposit Payment Plan

Simply complete the attached Automatic Deposit Plan form, **making sure to include a voided check.** *It's that easy.*

### Changing Banks or Accounts

Notify the Home Office in writing when you decide to change your bank or account. An Automatic Deposit Plan form will be sent to you to complete. Make sure the form is signed at the "x". Also, include a voided check from the new bank or account. This will help to provide a smooth transition in transferring your Automatic Deposit Payment Plan to your new account.

If you decide not to take advantage of our Automatic Deposit Payment Plan you will continue to receive commission checks in the mail. For more information, call our Commission Accounting Department at 1-800-338-7452.

## Automatic Deposit Payment Plan

Authorization for direct deposit into the indicated bank account.

To \_\_\_\_\_  
(Name of my Bank)

\_\_\_\_\_  
(Address of my Bank)

### Please Attach Voided Check

**(A voided check is required to process your request.)**

As a convenience to me, I request and authorize you to electronically deposit in my account, at the financial institution named on the attached voided check, commissions payable to me. I also authorize GTL to electronically withdraw from my account any sum erroneously credited to my account by GTL.

I agree that my rights in respect to each payment shall be the same as if they were deposited by me and personally signed by me. I understand that this authority is to remain in effect until revoked by me in writing and until you receive notice. You will be fully protected in honoring such requests. I also agree to notify GTL within 30 days of the deposit date if there is a discrepancy with my deposit. This will enable GTL to comply with Federal Banking laws. Failure to notify GTL may result in the loss of my deposit.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Agent Name

\_\_\_\_\_  
Agent Number