



**GERBER LIFE
PRODUCER APPOINTMENT KIT**

PRODUCER: _____ DATE: _____ 20____

PHONE: _____ EMAIL: _____

Please complete the attached packet and sign in ALL places indicated. When all signatures are in place, please attach the following items;

- ☐ A copy of your current state license
- ☐ A copy of your current E&O
- ☐ A 'voided' check to be used for the EFT of your commissions

**WHEN YOU HAVE THIS PACKET COMPLETE
PLEASE SEND IT TO US USING ONE OF THE FOLLOWING;**

Email: contracts@donboozer.com

Fax: 1-888-543-0886

Snail Mail: Don Boozer & Associates
2524 Lillian Miller Parkway
Suite 115
Denton TX 76210

Phone: 1-800-543-0886

Notes: _____

Gerber Life Insurance Company

Please print clearly and complete all questions.

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

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

Social Security Number: _____ Home Phone: _____

Home Address (No PO Box): _____
(Street/City/State/Zip)

Agency/Corp Name: _____ Tax ID #: _____

Business Address: _____
(Street/City/State/Zip)

Business Phone: _____ Business Fax: _____

Business E-mail: _____ Personal Email (required)*: _____

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

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

NPN (National Producer Number): _____

List states you wish to be appointed: _____

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

Errors and Omissions Insurance

Carrier Name _____

Policy Number _____

Coverage _____

Amount _____

Deductible _____

Effective Date _____

Expiration Date _____

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

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

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

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

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

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

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

TO BE COMPLETED BY AGENT

Set up as: ☐ Individual ☐ Recruiter ☐ Corporation

Agent Name (Print/Type) _____

Agency Name (If applicable - Print/Type) _____

Agent Signature _____

Date Signed _____

(continue)

Gerber Life Insurance Company

Please print clearly and complete all questions.

(continued)

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

Recruiter/GA/MGA Name (Print/Type)

Recruiter/GA/MGA Signature

Date Signed

Agents Direct Reporting Authority

Direct Reporting Authority's Agent ID, SSN or Tax ID

Agent Role and Level (check only one):

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

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Gerber Life Insurance Company

Please print clearly and complete all questions.

ADDITIONAL ADDRESS INFORMATION

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

Previous Address

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

Previous Address

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

Previous Address

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

Previous Address

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

Previous Address

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

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PIQ-SUPP (0619)

Gerber Life Insurance Company

AGENT AGREEMENT

PARTIES TO THE AGREEMENT

This Agreement is made and entered into between *Gerber Life Insurance Company* ("Company"), and _____, ("Agent"; together with Company, each individually referred to as a "party" and together, the "parties").

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

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

I. RESPONSIBILITIES OF THE PARTIES

The Agent agrees to:

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

preparing responses to any litigation or regulatory inquiry, as directed by the Company.

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

The Company agrees to:

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

II. LIMITATION OF AUTHORITY

The Agent has no authority and specifically agrees not to:

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

Company of any sale or prospective sale of a Product if Agent discovers, is notified, or has a reasonable basis to suspect that such Product is being purchased with the intention or expectation of resale or other direct or indirect transfer, in whole or in part, of any rights or benefits of the purchaser or any beneficiary. Agent and/or Sub-Agents, if any, acknowledges that the use of financing to purchase a Product may be a reasonable basis to suspect that a purchase is being made with the intention or expectation of resale or transfer.

III. COMPLIANCE/MARKET CONDUCT

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

IV. COMPENSATION

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

- H. Compensation will be characterized as either first year or renewal compensation and may vary based on Face Amount (FA).
 - 1. First year compensation will be based on a percentage of the Product premium actually collected by Company in the first policy year. It will consist of commissions and expense reimbursement allowance.
 - 2. If the compensation contract allows for renewals, the renewal compensation will be based on a percentage of the Product premium collected by Company in policy years 2, 3, 4, and 5.
 - 3. Collected premium refers to US Dollars actually paid to Company.
 - 4. Policy year refers to the twelve (12) months following the date that a policy becomes effective.
- I. Compensation will not be paid for any policy while such policy is in lapse or paid-up status.
- J. Compensation will only be paid on collected premium.
- K. The Agent agrees to pay its writing agents no more than the maximum "Writing Agent Compensation" which is expressed as a percentage combination of First Year Compensation and First Year Expense Allowance.

V. COMPENSATION ADMINISTRATION

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

VI. INDEBTEDNESS

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

in writing by the Company. Any assignments so authorized shall be subject to any and all indebtedness of Agent to the Company.

VII. GENERAL PROVISIONS

- A. Company shall retain the right to decide whether to issue or withdraw a Product and determine the type of Product to be issued or withdrawn. Company may discontinue or change a Product at any time.
- B. The agent of record for any Product shall be determined by Company records. Company reserves the right to change the agent of record according to Company procedures and shall have no obligation to designate a successor agent of record.
- C. No assignment of this Agreement or any rights under this Agreement shall be binding on the Company without its written consent, and any such assignment shall be subject to offset or recoupment for any money due the Company by the Agent as provided for in this Agreement.
- D. The Company shall make available at its home office within thirty (30) days of Agent's written request, all records related to business placed with the Company by the Agent and/or Sub-Agents, if any. The Company or its authorized representative may perform periodic written reviews and/or audits of all records of the Agent related to business placed with the Company by the Agent and/or Sub-Agents, if any, which records shall be maintained for a minimum of seven (7) years. Company shall give Agent thirty (30) days written notice of such reviews and/or audits.
- E. The Agent and/or Sub-Agents, if any, shall not have exclusive rights of distribution for any Product or for any geographic territory.
- F. The Agent shall be solely liable for the expenses of operating and maintaining the Agent's agency without contribution from the Company.
- G. The Agent and/or Sub-Agents, if any, are an independent business person and shall be free to exercise independent judgment as to the time and place of performing all acts under this Agreement. The Agent and/or Sub-Agents, if any, are free to represent other insurance companies as the Agent and/or Sub-Agents, if any, sees fit. In all respects, the relationship of the Agent and/or Sub-Agents, if any, to the Company shall be that of an independent contractor and not an employee of the Company.
- H. The failure of either party to enforce any of the provisions of this Agreement shall not constitute a waiver by that party of any such or other provisions of the Agreement.
- I. This Agreement shall replace any and all previous contracts between the Agent and the Company.
- J. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws principles and rules. Jurisdiction over any matters of dispute arising under or by virtue of the Agreement shall rest exclusively in either the state courts of the State of New York or the federal courts having jurisdiction over the State of New York.
- K. This Agreement constitutes the entire agreement between the parties regarding the Products sold under this Agreement.
- L. In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.
- M. Any section or other heading contained in this Agreement is for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.

VIII. SOLE AND EXCLUSIVE PROPERTY

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

IX. TERMINATION IN GENERAL

- A. This Agreement, along with any and all riders, supplements, schedules, amendments, or endorsements to the Agreement, along with any license or appointment of the Agent and/or Sub-Agents, if any, by the Company, may be terminated thirty (30) days after written notice is provided by the Company or the Agent, in person or to the last known address of the party to be notified.
- B. This Agreement, along with any and all riders, supplements, schedules, amendments or endorsements to the Agreement, along with any license or appointment of the Agent and/or Sub-Agents, if any, by the Company, will terminate immediately upon the termination of the Agreement with the Agent or upon the death of the Agent.
- C. Automatic Termination will occur without notice in the case of the following:

1. Agent's loss of a valid resident insurance license; or
 2. Agent's dissolution.
- D. Any terms of this Agreement which by their nature extend beyond its termination, except as specified in Section VIII, shall remain in effect until fulfilled.

X. TERMINATION FOR CAUSE

- A. The Company, at its option, may terminate this Agreement at any time immediately upon written notice and for cause if the Agent engages in any act of fraud, misappropriation or mishandling of funds, or any other misconduct, violates any of the terms of this Agreement, fails to pay a debit balance on demand, violates any state insurance law or regulation, or misrepresents the Products or the Company's financial condition.
- B. Further, the Company, at its option, immediately upon written notice, may terminate this Agreement for cause or may permanently discontinue payments made pursuant to this Agreement after termination, if Agent and/or Sub-Agents, if any, at any time, (a) takes any action or sanctions any action which results in a pattern of cancellation, lapse, replacement or surrender of Company's policies; (b) endeavors to induce representatives to discontinue their contracts or appointments with Company; or (c) takes any action that damages or may damage the goodwill or reputation of the Company or of the Company's logo.

XI. PAYMENTS AFTER TERMINATION

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

XII. INDEMNITY AND HOLD HARMLESS

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

XIII. PRIVACY

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

XIV. NOTICE

- A. Notice, as required by the terms of this Agreement, shall be provided in writing and mailed via certified mail to the following:
- | | |
|-----------------------------------|-----------------------------------|
| For the Company: | For the Agent: |
| Gerber Life Insurance Company | |
| Attn: General Counsel | As indicated on the Questionnaire |
| 1311 Mamaroneck Avenue, Suite 350 | |
| White Plains, NY 10605 | |

DEFINITIONS

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

- A. **"Authorized Representative"** means the Chief Executive Officer or President of a company or an individual authorized in writing by the Chief Executive Officer or President.

- B. **"Compensation/Product Schedule"** means the Company's distributed compensation schedule that (a) specifies the amounts and conditions under which commissions will be due and payable to Agent for any Product and (b) is made a part of this Agreement.
- C. **"Indebtedness"** means any amounts owed by Agent to Company, including but not limited to (a) the chargeback of any compensation paid or credited to Agent under this or any other agreement, if the monies on which such compensation was based are not collected or are refunded by the Company, (b) any advances made by Company to Agent, (c) any expenses incurred by the Company on behalf of Agent, and (d) any amount paid by the Company, which in its determination resulted from fraud, misrepresentation or other improper conduct by the Agent.
- D. **"Other-Agent"** means any individual or organization, which (a) enters into a general agent, representative or other marketing agreement with Company and (b) submits Product applications that designate Agent.
- E. **"Sub-Agent"** means any individual or organization which enters into an agreement with Agent to distribute, market or submit Product applications for Products.
- F. **"Product(s)"** means any insurance policy, contract, investment vehicle or other offering identified in any Compensation/Product Schedule.
- G. **"Termination Date"** means the later to occur of (a) the date on which Agent or Company sends written notice of termination to the other party, or (b) the date specified by Agent or Company in a written notice of termination to the other party.
- H. **"Vested Compensation"** means compensation identified as vested on a Compensation/Product Schedule and that may be paid to Agent after the Termination Date provided: (a) the policy related to the Product remains in force, (b) the premiums for the policy are paid to Company, and (c) if Agent is the writing agent, Agent remains the producer of record.

PLEASE PRINT OR TYPE

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

Agent Name (Print or Type)

Agent Signature

Date

Entity Name (Print or Type)

Principal Signature

Date

Home Office Use

Signature of Gerber Life Insurance Company Officer David Fier

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

Agent Number _____

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AGT-REP (0419)

FAIR CREDIT REPORTING ACT DISCLOSURE

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

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

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

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

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

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

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

AUTHORIZATION

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

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

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

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

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

Puerto Rico Agents Only - Name at Birth and Current Name including First, Middle, First Last Name and Second Last Name

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

Agent Name (Print or Type)

Agent Signature

Date

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AGT-FCRA (0419)



Gerber Life Insurance Company

Home Office: White Plains, New York

FOR AGENT USE ONLY

ELECTRONIC FUNDS TRANSFER (EFT) REQUEST FORM

Agent Only

Print all information

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

Part 1

Agent Information

Agent Name _____

Address _____

City _____ State _____ Zip _____

Phone Number _____

Last 4 of Social Security Number _____

Part 2

Bank Information

Bank Name _____

Bank Address _____

City _____ State _____ Zip _____

ABA Routing Number _____

Bank Account Number _____

☐ Checking Account ☐ Savings Account

Agent Signature _____ Date _____

Return to:

Gerber Life Insurance Company

Commissions

P.O. Box 1674, Fremont, MI 49412

Or fax to (877) 608-4634

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Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**Gerber Life
Insurance**

Compensation Schedule Level 2

PRODUCT	YEAR 1	RENEWALS: YEAR 2	RENEWALS: YEAR 3	RENEWALS: YEAR 4	RENEWALS: YEAR 5
Simplified Senior Life Insurance & Whole Life Insurance	68%	4%	2%	1.5%	1.5%
Grow-Up® Plan					
Face Amount ≤ \$24,999	35%	0%	0%	0%	0%
Face Amount ≥ \$25,000	45%	0%	0%	0%	0%
"Single Advanced Premium Payment" Grow-Up® Plan**					
Face Amount ≤ \$24,999	35%	4%*	4%*	4%*	4%*
Face Amount ≥ \$25,000	45%	4%*	4%*	4%*	4%*
Guaranteed Life Insurance	50%	4%*	4%*	4%*	4%*
Gerber Life College Plan					
Pay to Maturity 10-15 Years	8%	0%	0%	0%	0%
Pay to Maturity 16-20 Years	16%	0%	0%	0%	0%
Gerber Life College Plan					
Single Premium	2.5%	0%	0%	0%	0%
5 Years of Premium	3%	0%	0%	0%	0%
Accident Protection***					
Face Amount ≤ \$249,999	40%	0%	0%	0%	0%
Face Amount ≥ \$250,000	50%	0%	0%	0%	0%

Compensation equals percent shown minus downline commissions paid.

*Renewals paid only to Writing Agent of record. If you are not the Writing Agent of record, you will not receive renewals.

**First year and renewal commissions are based on first year annualized premium only.

*** Face Amount split for state of Colorado is ≤ \$99,999, ≥ \$100,000

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COMP-STD-2 (1018)

COMPLIANCE POLICY STATEMENT OF UNDERSTANDING

AGENT COMPLIANCE MANUAL CERTIFICATION FORM

I certify that I have received, read and understand the contents of the Gerber Life Insurance Company Agent Compliance Manual (the "Compliance Manual"), and understand that if I, as the Master General Agent or its sub-agent, as the General Agent or its sub-agent, or as an agent, (collectively referred to as "Agents") do not fully comply with the Compliance Manual's requirements, it will be deemed a breach of my contract and may result in, without limitation, the termination of my contract with Gerber Life Insurance Company.

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

Signature

Date

(Print Name)

Title

Agency Name

Email Address

PLEASE RETURN A SIGNED COPY OF THIS DOCUMENT:

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



**Gerber Life
Insurance**

Agent Compliance Manual

4800-LG-SOP-015 v1.0

Revision Date: July 9, 2018

TABLE OF CONTENTS

WHY IS COMPLIANCE IMPORTANT?.....	3
ANTITRUST AND COMPETITION LAWS	3
INSURANCE FRAUD	3
ANTI-MONEY LAUNDERING	4
OBTAINING PROPER LICENSING AND APPOINTMENTS	5
ADVERTISING AND SALES MATERIALS.....	6
SOCIAL MEDIA POLICY	7
PROVIDING FULL DISCLOSURE	8
REPLACEMENTS.....	9
UNFAIR AND DECEPTIVE ACTS	10
CONFIDENTIAL COMPANY AND CLIENT INFORMATION	10
CUSTOMER FUNDS/PREMIUM HANDLING	11
CONDITIONAL RECEIPT/RECEIPT	12
PAYMENT CARD INDUSTRY – DATA SECURITY STANDARDS (PCI-DSS)	12
POLICY DELIVERY	12
KEEPING YOUR AGENT COMMISSION ACCOUNT IN GOOD STANDING	13
QUALITY ASSURANCE	13
DOCUMENT RETENTION	13
DO NOT CALL AND TELEMARKETING COMPLIANCE.....	14
COMPLAINTS.....	15
CLAIMS INVOLVEMENT.....	15
CERTIFICATIONS AND DESIGNATIONS	15
POWER OF ATTORNEY & GUARDIANSHIP.....	16
DOMESTIC VIOLENCE AND ABUSE POLICY	16
FINANCIAL EXPLOITATION OF ELDERLY, DISABLED OR VULNERABLE ADULTS.....	17
CALIFORNIA SALES TO SENIORS (FACE TO FACE IN CUSTOMER’S HOME)	16
NEW YORK SPECIFIC REGULATIONS	20
SALES IN PUERTO RICO & DO NOT CALL REQUESTS	21
COMPLIANCE POLICY STATEMENT OF UNDERSTANDING.....	22
APPENDIX A: CONFIDENTIAL COMMUNICATION REQUEST FORM.....	23
APPENDIX B: SUSPECTED FINANCIAL EXPLOTATION REFERRAL FORM	24
APPENDIX C: CALIFORNIA SALES DISCLOSURE TO SENIOR FORM	25

GERBER LIFE'S COMPLIANCE COMMITMENT

Gerber Life is committed to fair and ethical sales practices for all its customers. Gerber Life is also committed to complying with applicable laws and regulations, as well as creating and implementing policies and procedures to reasonably establish compliance. Agents appointed by Gerber Life are expected to uphold these principles and follow the guidelines as set forth in this manual, as well as other agent communications from Gerber Life. A breach of these guidelines by an agent can result in disciplinary action up to and including termination of contract and appointment with Gerber Life.

WHY IS COMPLIANCE IMPORTANT?

To put it simply, Gerber Life expects that our agents will do the right thing. This means serving the client ethically and honestly, presenting products accurately, and following our rules as well as federal and state legal and regulatory requirements.

It is critically important for all agents to become familiar with federal and state regulations as well as Gerber Life's compliance requirements.

ANTITRUST AND COMPETITION LAWS

Antitrust and competition laws are designed to protect consumers by enforcing fair competition in the marketplace. To encourage competition, prices must be set honestly, independently, and without agreements between competitors that are not permitted by law.

In conducting company business, all agents must engage in fair competition. In particular, agents must only provide information that is factually accurate and must avoid withholding information that is clearly relevant to the client's decision to buy an insurance product.

INSURANCE FRAUD

Fraud occurs when someone misrepresents information or deceives someone in order to obtain a monetary benefit to which he or she is not entitled. Gerber Life investigates all reports of suspected fraud. An agent must not, under any circumstances, attempt to resolve a report of suspected fraud on his/her own, but instead report any suspected fraud to Gerber Life.

Fraud can be committed in a number of ways and by a number of different people, including consumers, agents, employees, providers or other third parties. Everyone must do his or her part to prevent fraud and report any suspected fraudulent behavior to Gerber Life at:

glic-compliance@us.nestle.com

Examples of Fraud may include, but are not limited to:

- Theft or misdirection of Gerber Life or customer funds.
- Falsification or the intentional omission of information on a policy application or claim form.
- Deception of customers (e.g., about the benefits of, or premiums for Gerber Life's products).

ANTI-MONEY LAUNDERING

The USA PATRIOT Act was enacted to combat the financing of terrorism through the detection and prevention of money-laundering activities. Under the USA PATRIOT Act, financial institutions, including insurance companies, are required to implement and maintain anti-money laundering (AML) policies and procedures. Sections of 31 CFR 1025 of the Federal Register, and guidance on those sections that applies to insurers, provides additional confirmation of the requirement for AML training of appropriate employees, as well as of insurance agents and insurance brokers.

Definition: Money laundering involves taking criminal proceeds and disguising their illegal source in anticipation of ultimately using the criminal proceeds to perform legal and illegal activities. Simply put, money laundering is the process of making dirty money look clean. (Association of Certified Anti - Money Laundering Specialists)

AML laws prohibit both active and passive participation in money laundering schemes. Therefore, it is critical that agents know their customers and their objectives. Agents that participate passively or actively in a money-laundering scheme may be fined, face criminal charges and regulatory penalties, as well as be subject to termination of contract and appointment by Gerber Life.

During the appointment process, an agent will be required to submit confirmation that he/she has successfully completed AML training during the past 12 months through the LIMRA program or another program. If the prospective appointee completed an AML training course from another source, documentation must be submitted as to the content of that course, along with the application for appointment. If confirmation cannot be submitted, all newly appointed agents for Gerber Life must receive anti-money laundering training within 90 days of the date of appointment, and annually thereafter. Training can be taken by signing up for LIMRA's Anti-Money Laundering Training (brought to the industry through the cooperation of many insurance carriers, NAIFA, NAILBA, and NAILBA member agencies) at https://aml.limra.com/nailba_default.html

Gerber Life is committed to detecting and preventing money laundering in connection with our business. It is important that everyone is aware of money laundering “red flags” and that our agents report any potential money laundering activities.

Some suspicious activities which indicate that a transaction may not reflect a legitimate business purpose include, but are not limited to:

- Purchases beyond a customer’s apparent means
- Payment for contracts with a third-party check
- Payments made by checks or money orders from multiple bank accounts
- Lump sum payments with foreign currency or foreign wire transfer
- Purchases where the source of funds is unclear
- A customer who shows no concern for a product’s performance, but much concern for the surrender or early cancellation of the contract
- Requesting cash loans from a single premium policy shortly after purchase
- Early cancellation of a single premium policy

Report suspected or verified money-laundering activities to Gerber Life at:
glic-compliance@us.nestle.com

OBTAINING PROPER LICENSING AND APPOINTMENTS

It is the agent's responsibility to secure and keep in effect any licenses, registrations, designations and pre-appointment or just-in-time appointments required to represent Gerber Life. Since each state has its own licensing requirements, the agent must abide by the statutes and regulations in each state where they are licensed and insurer-appointed to do business. State laws require, at a minimum, all agents to be licensed, according to appropriate lines of authority in the state where the solicitation, sale, or negotiation of insurance products takes place. In addition to proper licensing and appointment, Gerber Life also requires that all agents have a signed contract with Gerber Life in order to sell our products.

Activities that require a license include, but are not limited to:

- Recommending a particular type of insurance policy;
- Collecting premium in any manner, in connection with a sale;
- Explaining coverages and benefits to prospects in a sales context;
- Quoting rates in connection with a sale;
- Taking an application for insurance;
- Selling insurance; and
- Conferring directly with or offering advice to a prospect regarding a particular policy, its benefits, terms, or conditions.

ADVERTISING AND SALES MATERIALS

Gerber Life is committed to ensuring that all advertising and sales materials used to promote or sell our products meet the criteria required by statute, regulation, and the company's standards. Gerber Life is also committed to protecting its assets, which include service marks, trademarks, trade secrets and copyrights.

Compliance with Gerber Life's guidelines requires that all agents request company review and APPROVAL BEFORE USE OF any advertising and sales materials that refer to Gerber Life or its products, or are used to sell Gerber Life products.

This includes, but is not limited to, any use of the following:

- Agent created websites and advertising materials
- Gerber Life's logo or company information
- Product training materials
- Product/plan rates
- Print ads
- Brochures
- Sales emails
- Sales scripts
- Use of Rate Cards on Gerber Life products with Third Party Vendors
- Postings and comments on Social Media Accounts (e.g., Facebook, Twitter, LinkedIn and URLs) that make reference to or could be associated with Gerber Life

Advertising provided by Gerber Life has already been approved by the company. Any change or modification to advertising materials supplied by Gerber Life must also be reviewed and APPROVED by Gerber Life BEFORE USE.

Note: Maintenance of third party websites is not Gerber Life's responsibility; it is the responsibility of the third party. An Agent website should not create any ambiguity or confusion with its or any third party's affiliation with Gerber Life or any Gerber Life website. For example:

- Third party/Agency websites should not be made to look as if it is a Gerber Life website. Websites should contain the name, logo (if any), and address of the Agency or third party that owns the website.
- The website should identify itself by providing the third party/Agency contact information, including an email address and preferably a toll-free number, for consumer/customer contact.
- Third party/agent websites **should not have** a registered URL with Gerber Life in the URL.
- Third parties/agents may not use Gerber Life registered trademarks or logos on their websites without prior permission (e.g., "We're with you every step of the way®").
- Third party/Agency websites should not contain links to Gerber Life's social media pages, such as Facebook or Twitter.
- Third party/Agency websites should not link to Gerber Life's websites for a Privacy Policy or Terms and Conditions. Third party websites should have their own Privacy Policy and Terms of Conditions.
- It is the responsibility of third party/Agency websites to ensure non-public personal financial information including, but not limited to, financial information ("NPI"), personal health information ("Protected Health Information" or "PHI"), and other

confidential information is securely transferred, protected, and maintained.

All requests for review and **APPROVAL BEFORE USE** of advertising and sales materials should be sent to gerberlifeagencysales@us.nestle.com

Gerber Life's Definition of Advertising, based on state law:

"Advertisement" means material designed to create agent or public interest in insurance or annuities, or in an insurer or in an insurance agent; or to induce the public to purchase, increase, modify, reinstate, borrow on, surrender, replace or retain a policy including:

- (a) Printed and published material, audiovisual material, and descriptive literature of an insurer or insurance agent used in direct mail, newspapers, magazines, radio and television scripts, billboards and similar displays, and the internet or any other mass communication media;
- (b) Descriptive literature and sales aids of all kinds, authored by the insurer, its insurance agents or third parties, issued, distributed or used by the insurer or insurance agent ; including but not limited to: all electronic communications, such as web chat, e-mail, social media, text messages, web pages; circulars, leaflets, booklets, depictions, illustrations and form letters;
- (c) Material used for the recruitment, training and education of an insurer's insurance agents which is designed to be used or is used to induce the public to purchase, increase, modify, reinstate, borrow on, surrender, replace or retain a policy; and
- (d) Prepared sales talks, presentations and materials for use by insurance agents.

"Advertisement" shall not include:

- (a) Communications or materials used within an insurer's own organization and not intended for dissemination to the public;
- (b) Communications with policyholders, other than communications/material urging policyholders to purchase, increase, modify, reinstate or retain a policy; and
- (c) A general announcement from a group or blanket policyholder to eligible individuals on an employment or membership list that a policy or program has been written or arranged for that group or blanket policyholder, provided the announcement clearly indicates that it is preliminary to the issuance of a booklet explaining the proposed coverage.

SOCIAL MEDIA POLICY

Only officially, designated employees can use social media to speak on behalf of Gerber Life in an official capacity. Independent agents and agency staff are not authorized to speak or post on behalf of Gerber Life.

Posts on social media platforms reflecting on the Gerber or Gerber Life brand should demonstrate integrity, professionalism and standards of privacy.

Content such as racial, ethnic, sexual, religious, and physical disability slurs, threats, personal insults, libelous statements, obscenities, and other objectionable, inflammatory and unacceptable workplace conduct are not tolerated on any social media platform that may reflect on or be associated with the Gerber or Gerber Life brand.

Agents and agency staff are neither allowed to disclose client or consumer information that is financial, operational and legal in nature, nor any other information that pertains to clients and customers. The use of client names or other confidential or personally identifiable information is to be excluded from social media posts.

Agents and agency staff are not allowed to disclose Gerber Life financial information, sales trends, marketing and sales strategies, forecasts, promotional activities or other proprietary information on social media.

Agents and agency staff are not allowed to respond to any negative comments posted on social media platforms if those comments may or do reflect on the Gerber or Gerber Life brand. Any negative comments received or posted should be referred to Gerber Life for handling at usninglic-gctdigital@internal.nestle.com as soon as possible. Gerber Life authorized staff will then address the incident as deemed appropriate by the Company.

PROVIDING FULL DISCLOSURE

An agent appointed with Gerber Life is required to fully disclose, both to the consumer and to the company, all information that may affect any coverage. Full disclosure also means disclosing that the agent is acting as an insurance agent on behalf of Gerber Life and clearly identifying that the products being offered are insurance products. It is critical that the agent ensures that the consumer understands the product(s) they are purchasing, including having the mental capacity and understanding the English language, before completing the transaction. Any question should be addressed to Gerber Life's Agency Department.

Gerber Life reserves the right to decline applications where the proposed owner or insured does not have the legal capacity to enter into a contract, does not understand the English language, or is not a United State citizen or permanent legal resident.

In addition, a number of states have enacted specific laws and impose strict guidelines on the use of "senior-specific" certifications or professional designations that may mislead a consumer.

It is the position of Gerber Life that no agent may use "senior-specific" certifications or professional designations in connection with the sale of Gerber Life's products without prior approval from Gerber Life. The terms "financial planner," "investment advisor," "financial consultant," "financial analyst," "financial counselor," or other similar terms may also not be used in connection with the sale of Gerber Life's insurance products where there is no recognized designation to support it or such term is used to imply that the agent's sales activity or compensation is unrelated to insurance sales or that the agent receives fee-for-service compensation. However, this will not preclude an agent who holds a formally recognized financial planning or consultant designation from using his/her designation appropriately when selling insurance.

REPLACEMENTS

In certain circumstances, Gerber Life accepts applications for life insurance that involve replacements. Agents must make themselves aware of these circumstances before accepting an application that indicates it is a replacement.

Depending on circumstances, a replacement may or may not be in the best interest of a client. The agent is responsible for providing the client with all of the necessary facts to determine if the replacement is in the client's best interest. A replacement may be in the client's best interest if:

- The benefit amount can be increased for the same or similar premium;
- The contract can remain in force longer for the same or similar premium;
- The accumulation value will increase for the same or similar premium; and
- The customer can purchase the same benefits for a lower premium.

Comparisons between an existing product and a proposed product must accurately and fairly describe the contract's provisions and values. Agents should discuss the advantages and disadvantages of any potential replacement with their client. The following points should be addressed, as applicable:

- Any required evidence of insurability;
- The contestability and suicide provisions of each contract;
- The loan provisions and loan interest rate of each contract;
- Any surrender charges and/or expense fees associated with each contract;
- The premium requirements of the proposed contract;
- The present and future values of each contract; and
- The potential tax treatment of the replacement, such as whether the replacement can qualify as an Internal Revenue Code Section 1035 non-taxable exchange.

The definition of replacement goes beyond the surrender of one contract and subsequent purchase of another contract. All agents should be aware of all transactions that could be considered a replacement. For example, the following circumstances should be examined carefully:

- A replacement may occur when the existing contract has been or will be lapsed, forfeited, surrendered, or otherwise terminated in the near future;
- The law does not provide any specific time frame as to when an existing policy is lapsed or surrendered to put a new policy into a replacement situation; therefore, you are encouraged to ask the applicant whether he/she might have had any life insurance that was allowed to lapse or that was surrendered or will be allowed to lapse or be surrendered because of the applied for policy. If the answer is yes, then a replacement has occurred or will occur;
- An existing policy that is converted to reduced paid-up insurance, continued as extended term insurance, or otherwise reduced in value by the use of non-forfeiture benefits;
- A policy that is pledged as collateral or subjected to borrowing where the aggregate loan exceeds a state-specified percentage of the loan value of the existing contract; and
- A policy that is modified by reducing or eliminating ancillary benefits, such as waiver of premium or accidental death benefits.

An internal replacement occurs when an existing contract is exchanged for a new contract from the same insurer. Gerber Life does not permit internal replacements. An external replacement occurs

when a contract is replaced by another insurer. When a replacement is under consideration, be certain to use state required disclosure forms and submit all required related documents along with the application.

Note: Agents are not permitted to complete internal replacements (replacing an existing Gerber Life Insurance Policy with a different Gerber Life Insurance Policy).

UNFAIR AND DECEPTIVE ACTS

The following are considered unfair methods of competition and unfair and deceptive acts or practices in the business of insurance, and are not permitted by Gerber Life.

- **Twisting:** Knowingly inducing a policy owner to replace an existing insurance policy with another by using misrepresentations, false information, or incomplete comparisons of the advantages and disadvantages of the two policies.
- **Churning:** Taking or using policy values in an existing life insurance policy or annuity contract to purchase another insurance policy or annuity contract with that same insurer for the purpose of earning additional fees, commissions, or other compensation.
- **Sliding:** Selling additional coverage that is not known or agreed to by including it in a combined policy package. The insured is unaware of the additional cost since the extra charges are hidden in the total premium of the combined policy package.
- **Cold-Lead Advertising:** Failing to disclose, in a conspicuous manner, the purpose of an ad is to market insurance products.
- **Coercion:** Applying a mental, emotional or physical force to persuade someone to purchase insurance.
- **Unfair Comparisons:** Providing any untrue, unsubstantiated, or unfair arguments about the benefits and limitations of insurance products. All comparisons should be balanced. If rates are discussed, benefits should also be discussed. Any restrictions and limitations should also be disclosed.
- **Disparagement:** Making unfair, unsubstantiated or malicious statements about a competitor, their products, representatives, or sales methods.

CONFIDENTIAL COMPANY AND CLIENT INFORMATION

Gerber Life, its associates and agents, almost always handle and use confidential information. Confidential information includes all non-public personal and health information (NPPI) that might be harmful to Gerber Life, its customers, its employees, its agents, or be of use to competitors, if improperly accessed, used, or disclosed. Gerber Life will not use confidential information that was improperly obtained by its agents.

It is important that everyone does their part to safeguard confidential information. All confidential information is sensitive, but certain types of information require special care in handling, including NPI, PHI, and financial information. Confidential information must be secured, not be left unattended, not discussed in public, and always transmitted using a secure method.



Examples of non-public personally identifiable information include:

- An individual's social security number
- An individual's e-mail address
- An individual's bank account number
- First and last name when used in conjunction with any of the above

Examples of protected health information include:

- Information about an individual's health condition
- Information about an individual's health care
- Information about an individual's health insurance and payments
- Information about an individual's health claims

Examples of proprietary information include:

- Pricing information
- Customer lists

If an agent electronically stores confidential information, this information must be protected as required by law. At a minimum, confidential information should be password-protected, and encryption and firewalls should be used as appropriate.

CUSTOMER FUNDS/PREMIUM HANDLING

The agent is responsible for promptly submitting premiums to Gerber Life. Gerber Life prohibits agents from accepting cash payments from consumers and also prohibits commingling of funds. An agent must not pay premiums for a customer out of any of his/her own business or personal account. Any premium collected must be kept separate, in a fiduciary manner, from the agent's own accounts and must be submitted to Gerber Life as soon as possible. All checks from a consumer or prospective customer received by the agent must be made payable to "Gerber Life Insurance Company."

Agents are not authorized to accept checks made payable to the agent, "cash" or "bearer" and are prohibited from accepting two-party checks. If a money order is remitted, the customer must obtain the money order on his/her own. In the event a customer tenders an unacceptable form of payment, the agent must explain what forms of payment are acceptable and return the unacceptable payment as soon as possible.

CONDITIONAL RECEIPT/RECEIPT

If a premium is paid by check or money order at the time of application, a Conditional Receipt (form CRUW-2011 for underwritten products) or a Receipt (form CRGI-2011 for guaranteed-issue products) must be provided to the customer. A Conditional Receipt or Receipt is given to policy owners when they pay a premium at time of application. Such receipts bind the insurance company if the risk is approved as applied for, subject to any other conditions specified on the receipt. The Conditional Receipt or Receipt is not required for authorizations of payment by automated clearing house (ACH) or credit card payments, except as noted below for Kansas.

In Kansas, a Conditional Receipt or Temporary Insurance Receipt must be provided upon receipt of any checks, money orders or authorizations for payment by ACH or credit card. The Temporary Insurance Receipt shall only be used in the State of Kansas, during a face-to-face transaction when an application is taken and the Agent receives the initial premium payment by check, money order, or authorization for an automatic premium payment.

The Conditional Receipt and Temporary Insurance Receipt forms can be found on the agent portal.

PAYMENT CARD INDUSTRY – DATA SECURITY STANDARDS (PCI-DSS)

In order to comply with regulations relating to the Payment Card Industry, (PCI), Gerber Life strongly urges all agents and authorized third parties and their staffs, when handling credit card or banking information, to:

Use Gerber Life's Agency Portal at <https://gerberlifeagency.com> to submit that data in conjunction with life insurance applications; and

- If credit card or bank account information is written on paper, securely destroy such account information, immediately after submission; and
- If credit card, bank information or NPPI are stored electronically, safeguard as described above.

To learn more about PCI compliance, review the PCI Security Standards Council website, on the web at: www.pcisecuritystandards.org.

POLICY DELIVERY

Policies must be delivered in a timely fashion to clients. Gerber Life delivers most policies directly to the policy owner. If an agent delivers the policy, after receipt from Gerber Life, the agent is required to complete and submit a Policy Delivery Receipt (PDR) to Gerber Life. If a consumer/customer does not accept the policy as issued, the agent must return the original policy to Gerber Life as soon as possible.

The following steps are required to be followed when the agent delivers the policy to the policy owner (including when policies are mailed directly to the agency/up-line for delivery by the agent):

- PDR must be completed in the presence of the policy owner;
- PDR must be signed and dated by the writing agent and policy owner;
- PDR must be returned within 10 business days after delivery of the policy; and

- PDR must be mailed or faxed to Gerber Life at:

Gerber Life Insurance Company
Attn: Policy Administration
445 State Street, Fremont, Michigan 49413
Fax: 1-877-608-4634; (This fax is for restricted use, as indicated)

Note: Commissions are not paid until the first premium has been applied to the policy and the signed PDR has been received.

KEEPING YOUR AGENT COMMISSION ACCOUNT IN GOOD STANDING

Gerber Life may set reasonable sales goals and expectations on a cross-field or agent basis. If the agent is unable or unwilling to meet goals or expectations, including total lack of production for eighteen (18) months, the agent's appointment with Gerber Life may be terminated.

Gerber Life may withhold compensation otherwise owed to an agent to offset any previously paid unearned commissions not repaid to Gerber Life in accordance with the Agent Agreement. Any unearned commissions that remain unpaid may also accrue interest at the legal rate. Any outstanding debit balance may be reported to Vector One® and Gerber Life reserves all rights to seek repayment of an agent's debit balance, including pursuing repayment internally or using a collection agency. Please note, the agent will be responsible for all reasonable expenses and attorneys' fees incurred by Gerber Life to collect any outstanding debit balance.

QUALITY ASSURANCE

Gerber Life reserves the right to implement any quality assurance, monitoring and control processes that it determines to be reasonably necessary. Those processes may include, but are not limited to:

- Internet searches to find websites using Gerber Life product information, logos or other protected material without permission;
- Social Media searches to confirm that appointed agents are following the guidelines set out by Gerber Life;
- Trending and analysis of complaints, replacements and lapses;
- Written warnings in agent files, and agent terminations, including terminations for cause, as appropriate; and
- Review of recorded calls to ensure compliance with required disclosures and language.

DOCUMENT RETENTION

State laws require that agents maintain records of all transactions under their license at their place of business. Gerber Life's experience indicates that an agent's records is the best source for establishing that care and professionalism have been exercised when dealing with each client. Carefully

maintained files also help provide protection against inappropriate or wrongful complaints or legal claims in the future.

The appropriate time to build such documentary files is when a transaction is in process. It can be difficult or impossible to reconstruct the proper file months or years later when questions or issues might arise. State regulations vary regarding the amount of time that client files must be maintained. However, a general guideline is to maintain all active client files and all non-active files for seven years after the policy ceases to be in force.

Agents should familiarize themselves with the specific requirements of each jurisdiction in which the agent is licensed. In maintaining these records, agents must keep all information and documentation, as required by law, and have it available for inspection by Gerber Life upon request.

After the established retention period, files can and should generally be disposed of, securely, unless there is anticipated or ongoing litigation involving the client.

DO NOT CALL AND TELEMARKETING COMPLIANCE

Federal and state telemarketing laws prohibit telephone calls to consumers who have placed their telephone numbers on a federal, state or internal “Do Not Call” list, except for certain exempt “existing business relationships.” The prohibition also applies to unsolicited calls (e.g., “cold calls”) to set up appointments or generate leads. The penalties for noncompliance can be significant. Under the federal Telemarketing Sales Rule (TSR) and the Telephone Consumer Protection Act (TCPA), violators can incur significant fines per violation (per call). States may impose separate and similar penalties.

The telemarketing activities of agents may require compliance with telemarketing rules such as federal/state registrations, prior consent, holiday and calling time restrictions, caller ID display, and use of automated dialing technology, among other requirements. Telemarketing rules also address calls to reassigned phone numbers, call consent revocation, and liability for texting, among other topics. More information on these restrictions can be found at

https://www.ftc.gov/system/files/documents/federal_register_notices/2015/12/151214tsr_frn.pdf and <https://transition.fcc.gov/cgb/policy/TCPA-Rules.pdf>.

Other than calls dialed manually by individual agents, before initiating sales calls, prerecorded messages or texts, using a technology that may be construed to be an automatic dialing system, for the purpose of encouraging the purchase of any Gerber Life products (exclusively or where several insurer’s products are being offered), agents must have Gerber Life’s authorization to telemarket and must comply with Gerber Life’s Telemarketing Compliance Vendor Monitoring Program. Such Program may include additional requirements for training, reporting, document retention and script review.

It is the agent’s responsibility to comply with Do Not Call and telemarketing, TSR and TCPA laws. If, however, a Do Not Call related request or complaint is received by the agent/agency that involves Gerber Life, it is the agent’s responsibility to notify Gerber Life as soon as possible. Failure to report can result in disciplinary action, including termination of an agent’s Gerber Life appointment.

Agents should report telemarketing activities to the Gerber Life Compliance Department at glic-compliance@us.nestle.com.

COMPLAINTS

Working earnestly to resolve customer dissatisfaction strengthens relationships with existing customers and helps enhance the company's and the agent's reputation for responsive service. In addition, prompt and fair responses to complaints and the maintenance of complaint records are required by law.

Complaints are written or otherwise documented communications that primarily express a grievance with a specific person, entity or process. Complaints may come from consumers, policy owners, certificate holders, beneficiaries, insured persons, agencies and agents, persons representing complainant, subscribers, claimants, or regulatory entities.

All complaints – as defined above - received by the agent, must be promptly forwarded to Gerber Life. The agent must not, under any circumstances, attempt to resolve a complaint on his/her own without prior approval from the Gerber Life Legal Department. While an agent's input may be solicited in connection with an investigation, Gerber Life retains the absolute and unilateral right to settle and resolve any complaint, in its sole discretion. Gerber Life also reserves the right to reverse commission payments pursuant to the terms of the Agent Agreement.

Report All Complaints to: USNINGlic-QACompliance@us.nestle.com (This email address is for restricted use, as indicated)

If Gerber Life receives a complaint or concern regarding a policy written by an agent or about the agent's activities or actions, the agent may be contacted for a written response. The response must address all concerns stated in the complaint, should include copies of any documentation referenced in the response and must be provided to Gerber Life within three (3) business days. Carefully updated and maintained agent records are vital to fulfilling these requirements.

Resolving a customer's complaint in a timely manner is important to Gerber Life and required by state insurance departments and other organizations (e.g., the Better Business Bureau). Gerber Life's internal standard for complaint resolution is 15 business days. Therefore, a timely response is necessary. In an effort to keep the investigative process objective, Gerber Life shall not assist in formulating an agent's response.

CLAIMS INVOLVEMENT

Gerber Life prohibits agents from involvement in any client's claim. All inquiries from clients or beneficiaries should be referred to Gerber's Life Claims Department at 1-800-700-6439.

CERTIFICATIONS AND DESIGNATIONS

Insurance specific certifications and professional designations are an important validation for agents when dealing with the public. Such certifications and designations signify a degree of accomplishment that can impress a consumer and instill a sense of confidence when dealing with important and complex subjects like insurance and financial planning. No agent should use, advertise, or imply that they have any professional certification, designation, or training that they have not actually earned and maintained.

POWER OF ATTORNEY & GUARDIANSHIP

Gerber Life will not issue insurance for any proposed insured when a Power of Attorney or Guardianship is used to apply for the proposed owner or insured, except for verified legal Guardians of children.

Gerber Life reserves the right to decline applications where the proposed owner or insured does not have the legal capacity to enter into a contract.

BREACH

Breach of any provision of this manual may be grounds for termination of the contract with Gerber Life.

SUBJECT TO CHANGE

The information in this manual is subject to change without prior notice. If at any time changes are made to the manual, the agent will be notified of said change.

DOMESTIC VIOLENCE AND ABUSE POLICY

Gerber Life has established procedures to limit access to certain insurance policy and claim related information associated with a victim of domestic violence or abuse, as required by state law.

If an individual associated with a Gerber Life application or policy informs you that he or she is a victim of domestic violence or abuse, he or she can provide alternate contact information and request confidential treatment of certain information, by faxing or mailing a **Confidential Communication Request Form (CCRF) (See Appendix A)** to:

Gerber Life Insurance Company
Attn: Policy Administration
445 State Street, Fremont, Michigan 49413
Fax: (231) 928-3045

You can inform your customer that he or she can also call Gerber Life at 1-800-704-2180 to request a CCRF, or for additional information, including instructions on how to revoke a request for confidentiality.

Once we process all required documentation, Gerber Life will not disclose the following information to the policyholder or another insured covered under the policy, without the express consent of the alleged victim, unless required by warrant, subpoena, or court order:

- the address, telephone number, or any other personally identifying information of the adult or child identified in the CCRF;
- the nature of the health care services provided;
- the name or address of the provider of the covered services; and
- any other information from which there is a reasonable basis to believe the foregoing information could be obtained.

The individual agent who has been put on notice of alleged domestic violence or abuse, is bound by the same obligations as Gerber Life.

For additional information about resources available to victims of domestic violence or abuse, please refer the alleged victim of abuse to the:

*Family & Youth Services Bureau
National Domestic Violence Hotline:
1-800-787-3224*

New York State Domestic and Sexual Violence Hotline:
1-800-942-6906

Illinois Domestic Violence Helpline:
1-877-TO END DV or 1-877-863-6338 (Voice) or 1-877-863-6339 (TTY)

FINANCIAL EXPLOITATION OF ELDERLY, DISABLED OR VULNERABLE ADULTS

Note: Financial Exploitation is the illegal or improper use of property or funds belonging to an elderly, disabled or otherwise vulnerable adult in order for someone else to receive undeserved or unlawful profit or advantage.

Financial exploitation most often targets vulnerable adults who are:

- Socially isolated
- Physically or financially dependent
- Afraid or embarrassed to report suspected exploitation
- Suffering with cognitive impairment
- Undergoing life event changes

You are a first line of defense for your clients and potential clients, and you can help prevent financial exploitation by observing and reporting suspected exploitation or suspicious activities. **Applications from individuals who are legally incompetent or unable to understand the product should not be submitted.**

Be alert to signs that indicate a vulnerable adult may be the victim of financial exploitation, including:

- A Vulnerable adult reports that someone is misusing his/her money.
- Vulnerable adult does not remember requesting insurance, or does not have knowledge of or demonstrates concern or confusion about transactions or claims associated with the insurance policy.
- Vulnerable adult offers contradictory or questionable explanations to justify any insurance transaction.
- Vulnerable adult manifests being afraid of being evicted or confined in an institution if he or she does not appoint as beneficiary his or her guardian, attorney-in-fact, representative, or any caretaker, even if related.
- Someone seeks information as to insurance benefits for the vulnerable adult, without the latter's written consent.

- More than one person alleges to be the guardian or attorney-in-fact of the vulnerable adult.
- Someone alleges guardianship or Power of Attorney, but refuses to show evidence of his or her authority.
- Someone requests a change in the residential or mailing address from the one previously provided by the policy owner or insured.
- Vulnerable adult appears physically abandoned or unattended.
- Vulnerable adult seems dazed, nervous, or afraid.
- Signatures on checks, wills, powers of attorney or other documents look different from previous signatures, appear forged, unusual or suspicious.
- Someone shows excessive interest in the vulnerable adult's finances or assets, does not allow the vulnerable adult to speak for himself, or is reluctant to leave the vulnerable adult's side during conversations.
- Gerber Life or its representative is unable to speak directly with the vulnerable adult, despite repeated attempts to contact him or her.

If you suspect exploitation, complete a Financial Exploitation Referral Form (Form FER 7/11) (See Appendix B) to document suspected cases of exploitation. The report should include:

- The time and date of the report;
- The name, email address, agent number and work number of the person reporting;
- The time, date, and location of the incident(s);
- The names of all persons involved, including the alleged victim, alleged exploiter, and any potential witnesses;
- The reason given for the insurance meeting or interaction with the agent;
- Documentation presented or authorization of the suspected exploiter to conduct the transaction (Guardianship/Power of Attorney); and
- Relationship of the suspected exploiter to the vulnerable adult.

Send the Financial Exploitation Referral Form to Gerber Life Legal Department at glic-compliance@us.nestle.com as soon as possible for review and investigation.

CALIFORNIA SALES TO SENIOR CONSUMERS (FACE TO FACE IN CUSTOMER'S HOME)

California agents appointed to do business with Gerber Life are required to provide a completed California Sales Disclosure to Senior Form (DISC-SRCA (1012)) (See Appendix C) in writing, at least 24 hours but not more than 14 days, before meeting with California residents age 65 and older in their home. California regulators prohibit insurers and their agents from generating leads or offering or selling insurance products without this disclosure in place (see CIC §789.10).

If an agent has a previous business relationship with a consumer and the consumer requests a same-day meeting in their home, this disclosure form must be provided at the beginning of the meeting. An agent is only allowed to speak about the insurance product addressed in the disclosure form.

See Appendix C for the approved California Sales Disclosure to Senior Form This form can also be accessed on the Gerber Life Agency Portal and Forms iPipeline.

Instructions:

- This form should be provided within the time frame specified above.
- You must provide your contact information (name, address, license number and phone number) exactly as it appears on your California Insurance License.
- A copy should be kept on file. (Do not send to Gerber Life unless requested.)

Important Reminders:

When contacting a California senior in person or by phone, before making any statement other than a greeting, or asking any other questions, you must

- State that the purpose of the visit or call is to talk about insurance products or to gather information for a follow-up visit to sell insurance; and
- State the name and titles of all persons arriving for the appointment; and
- Provide the name of the insurer; and
- Present a business card or other written identification to the senior.

(This is not intended to be a complete list of applicable regulations.)

Regulation 194 – Producer Compensation Disclosure:

New York requires agents to provide a compensation disclosure to the person purchasing an insurance policy. This disclosure is required to be made at or prior to the time of application, and may be required at a later date as well. The disclosure must include, but is not limited to: the agent's role, from whom the agent will receive compensation, the factors which may cause the compensation to vary and the nature, amount and source of the compensation.

If the compensation was not known at the time of disclosure, then the agent selling the policy must provide a disclosure regarding circumstances that may determine the compensation and an estimate of the potential compensation.

The agent must not make any contradictory statements regarding the compensation disclosures or any statements regarding the sale that the agent knows are not accurate.

The agent is required to retain a copy of any written compensation disclosures provided to a customer for at least three (3) years from the date of the disclosure.

For complete information as to when the disclosures must be provided and the information each disclosure must contain, please read New York Regulation 194, 11 NYCRR part 30. This regulation, and a number of Frequently Asked Questions about it, can be found on the Insurance Department website at www.dfs.ny.gov.

Regulation 225.2 - Senior Specific Designations

New York requires that agents who use Senior Specific designations in advertisements, or any other media, provide a disclosure at the initial meeting, communication or consultation with a prospective client. The disclosure must provide the basis or source of the designation, including if it was created by the person or the business. The disclosure of the designation must be made through the same means as the communication to the customer. If the communication to the customer was provided in only one type of media (i.e., writing, oral, visual, etc.), then the disclosure must be made in the same media type. For example, if the agent emailed a communication to a customer, the disclosure of the agent's designation should be sent in an email as well.

It is the position of Gerber Life that no agent may use "senior-specific" certifications or professional designations in connection with the sale of Gerber Life's products without prior approval from GLIC Agency Services. The terms "financial planner," "investment advisor," "financial consultant," "financial analyst," "financial counselor," or other similar terms may also not be used in connection with the sale of Gerber Life's insurance products where used to imply that the agent's activity or compensation is unrelated to insurance sales or that the agent receives fee-for-service compensation. However, this will not preclude an agent who holds a formally recognized financial planning or consultant designation from using their designation when selling insurance.

Agent

An agent under the laws of Puerto Rico is referred to as an authorized representative.

Also see “PROVIDING FULL DISCLOSURE” section.

Display of License

If the Commissioner issues a certificate as evidence of the license granted:

- (1) The agent must exhibit the certificate in a visible place of his/her place of business; and
- (2) The agent must carry and show proof of licensure while conducting insurance business on behalf of Gerber Life, and show the card every time he/she is asked.

“DO NOT CALL REQUESTS AND TRAINING” section.

In addition to the Do-Not Call U.S. federal laws, which also apply in Puerto Rico, telemarketing calls outside the timeframe of 9:00 AM and 9:00 PM local time are also prohibited in Puerto Rico. For full details please see the Telemarketing Fraud Prevention Act, as enacted by Puerto Rico, available on their official website, www.oslpr.org.

COMPLIANCE POLICY STATEMENT OF UNDERSTANDING

AGENT COMPLIANCE MANUAL CERTIFICATION FORM

I certify that I have received, read and understand the contents of the Gerber Life Insurance Company Agent Compliance Manual (the "Compliance Manual"), and understand that if I, as the Master General Agent or its sub-agent, as the General Agent or its sub-agent, or as an agent, (collectively referred to as "Agents") do not fully comply with the Compliance Manual's requirements, it will be deemed a breach of my contract and may result in, without limitation, the termination of my contract with Gerber Life Insurance Company.

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

Signature

Date

(Print Name)

Title

Agency Name

Email Address

PLEASE RETURN A SIGNED COPY OF THIS DOCUMENT:

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

APPENDIX A

CONFIDENTIAL COMMUNICATION REQUEST FORM

This form is for use by a person who is covered by insurance and wishes to make a reasonable request to receive communications of insurance policy or claim-related information from Gerber Life Insurance Company by alternate means or at alternate locations if disclosing the information could endanger the person.

SECTION A: Covered individual requesting confidential communication:

Name: _____ Policy Number: _____

Birth Date: _____ Relationship to Primary Insured or Policy owner: _____

Current Address: _____

SECTION B: To the covered individual – please read the following and complete the information requested.

You have the right to make a reasonable request that you receive communications of insurance policy or claim-related information from us by alternate means or at alternate locations if disclosing the insurance policy or claim-related information could endanger you. "Claim-related information" means all claim or billing information relating specifically to you, including your name, address, any services received, and the name and address of the provider of any services (such as your doctor). Your request will remain in effect until you revoke the request.

I, the covered individual, request that Gerber Life Insurance Company send communications of insurance policy or claim-related information to me by the following alternate means, or at the following alternate locations, because disclosing the information could endanger me:

In care of: _____

(If you are using someone else's address, then enter his or her name here.)

Alternate Address: _____

Alternate Phone Number: _____ Alternate Email Address: _____

Signature: _____ Date: _____

SECTION C: Parents, Guardians, or Legal Representatives

If the covered individual is a child younger than 18-years-old and the person making this request is the child's parent or guardian, then please provide:

Parent or Guardian's Name: _____ Relationship to Covered Individual: _____

If a legal representative, such as an attorney, is making this request on behalf of the covered individual, please provide:

Legal Representative's Name: _____ Relationship to Covered Individual: _____

Organization or Firm Name: _____

Business Address: _____

Business Phone Number: _____ Business E-mail Address: _____

Mail or Fax to: Gerber Life Insurance Company, Attn: Compliance, 445 State Street, Fremont, Michigan 49413

Fax: (231) 928-3045.

APPENDIX B

SUSPECTED FINANCIAL EXPLOITATION REFERRAL FORM

Referral Date & Time:

Referrer's Name, email
address, agent number and
work number

Incident Date(s) & Time(s):

Name of Elderly, Disabled or
Vulnerable Adult:

Policy Type and Number, if
applicable

Type of transaction:

DETAILS: Please list the reasons why this case should be investigated for possible Financial Exploitation below. Please include the names of all other persons involved, including the suspected exploiter and any individuals/witnesses who can confirm information in this report. Please list the relationship of the suspected exploiter to the suspected victim, and note any documentation or authorization shown by the suspected exploiter as to their official capacity.

Other pertinent information, if any:

This section to be completed by the referring Agent or Associate:

Your Name and Agency (please print)

Work Address and Telephone Number

Signature

SEND FORM TO: glic-compliance@us.nestle.com

Appendix C

California Sales Disclosure to Senior Form (DISC-SRCA (1012))

California Sales Disclosure to Seniors

Agent Name: _____

License #: _____

Address: _____

Telephone: _____

I am a licensed insurance agent. My purpose for coming to your home is to sell, discuss, and/or deliver one of the following [indicate all that apply]:

- ☐ **Life insurance, including annuities**
- ☐ **Other insurance products [specify]:** _____

You have the right to have other persons present at the meeting, including family members, financial advisors or attorneys.

You have the right to end the meeting at any time.

You have the right to contact the Department of Insurance for information, or to file a complaint.

California Consumer Communication Bureau:

800-927-4357

TDD: 800-482-4833

The following individuals will be coming to your home: [list all attendees and insurance license information, if applicable].

Name: _____ **Name:** _____

Address: _____ **Address:** _____

Phone: _____ **Phone:** _____

License #: _____ **License #:** _____