

Gerber Life Insurance Company

Please print clearly and complete all questions:

All fields are required

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

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

Social Security Number: _____ Home Phone: _____

Home Street Address (No PO Box): _____

City: _____ State: _____ Zipcode: _____

Agency/Corp Name: _____ Tax ID #: _____

Business Street Address: _____

City: _____ State: _____ Zipcode: _____

Business Phone: _____ Business Fax: _____

Business E-mail: _____ Personal Email*: _____

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

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

NPN (National Producer Number): _____

Check the states you wish to be appointed:

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

Errors and Omissions Insurance

Carrier Name _____ Policy Number _____

Coverage _____ Amount _____

Deductible _____ Effective Date _____

Expiration Date _____

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

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

- 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
- 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
- In the past seven (7) years, have you been short in account with any insurance company or employer? Yes No
Company Name: _____ Amount Owed: _____
- In the past seven (7) years, have you had an application for bond declined? Yes No
- In the past seven (7) years, have you filed for bankruptcy? Yes No

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

(continue)

Gerber Life Insurance Company

Please print clearly and complete all questions.

(continued)

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

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

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

TO BE COMPLETED BY AGENT

Set up as: Individual Recruiter Corporation

Agent Name (Consent to e-signature)

Agency Name (If applicable - Print/Type)

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

Recruiter/GA/MGA Name (Print/Type)

Agents Direct Reporting Authority

Direct Reporting Authority's Agent ID

Direct Reporting Authority's Agent SSN or Tax ID

Agent Role and Level (check only one):

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

Contracting Request Type:

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

Gerber Life Insurance is a trademark. Used under license from Société des Produits Nestlé S.A. and Gerber Products Company.
Copyright ©2021 Gerber Life Insurance Company, White Plains, NY 10605.

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:

Gerber Life Insurance is a trademark. Used under license from Société des Produits Nestlé S.A. and Gerber Products Company.

Copyright ©2019 Gerber Life Insurance Company, White Plains, NY 10605.

PIQ-SUPP (0619)

FAIR CREDIT REPORTING ACT DISCLOSURE

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

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

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

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

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

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

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

AUTHORIZATION

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

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

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

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

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

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

Agent Name (Consent to e-signature)

Date



Gerber Life Insurance

A member of Western & Southern Financial Group

ELECTRONIC FUNDS TRANSFER (EFT) REQUEST FORM

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

*Part 1

New Agent

Choose only one option

New Agency

Existing Agent

Existing Agency

*Part 2 Agent Information

Complete only one side

Agency Information

Agent Name _____

Agency Name _____

Address _____

Principal Agent Name _____

City _____

Address _____

State _____ Zip _____

City _____

Phone Number _____

State _____ Zip _____

Last 4 of Social Security Number _____

Phone Number _____

Last 4 of Social Security Number _____

Last 4 of Tax ID _____

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

Update current bank information

Change from check to EFT

Change from EFT to check
If selected, skip to Part 5

*Part 4 Bank Information

Bank Name _____

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

Routing Number (must be 9 digits) _____

New Bank Account Number (include any leading zeros) _____

Checking Account Savings Account

*Part 5

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

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

Return to:
Gerber Life Insurance Company
Commissions
PO Box 1674, Fremont, MI 49412
Or fax to (877) 608-4634

Gerber Life Insurance Company

AGENT AGREEMENT

PARTIES TO THE AGREEMENT

This Agreement is made and entered into between *Gerber Life Insurance Company*, hereafter referred to as "Company", and _____ hereafter referred to as "Agent."

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

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

I. RESPONSIBILITIES OF THE PARTIES

The Agent Agrees to:

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

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

PLEASE PRINT OR TYPE

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

Agent Name (Consent to e-signature)

Date

Entity Name (Print or Type)

Date

Home Office Use

Signature of Gerber Life Insurance Company Officer David Fier

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

Agent Number _____

Gerber Life Insurance is a trademark. Used under license from Société des Produits Nestlé S.A. and Gerber Products

Company Copyright © 2021 Gerber Life Insurance Company / Home Office: White Plains, NY 10605 US.

AGT-REP (0321)

**COMPLIANCE POLICY STATEMENT OF UNDERSTANDING
AGENT COMPLIANCE MANUAL CERTIFICATION FORM**

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

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

Date

Agent Name (Consent to e-signature)

Title

Agency Name

Email Address

PLEASE RETURN A SIGNED COPY OF THIS DOCUMENT:

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



Gerber Life Insurance Company

ELECTRONIC SIGNATURE DISCLOSURE AND CONSENT

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

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

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

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

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

TO BE COMPLETED BY AGENT

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

Contract Kit forms including disclosure/authorization/certification:

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

Agent Name (Print/Type)

Agency Name (If applicable - Print/Type)

Agent Signature

Date Signed

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

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

Recruiter/GA/MGA Name (Print/Type)

Recruiter/GA/MGA Signature

Date Signed

Agents Direct Reporting Authority

Direct Reporting Authority's Agent ID

Direct Reporting Authority's Agent SSN or Tax ID