



Contracting Check list

To ensure your contracting experience runs as smooth as possible, please complete the agent name, recruiter name, carrier, and include the check points below.

Attach this check list to all new contracting when submitting.

Thank you!

Agent name: _____

Recruiter name: _____ WESTERN MARKETING

Carrier: _____ EQUITRUST ANNUITY

✓ **Do you want advance commissions (if available)**
check one: _____ yes _____ no

✓ Included a copy of your current license?

✓ Included a copy of your current E&O?

✓ Included a Voided Check?

✓ Included a copy of your signed commission schedule?*

✓ Included a copy of your current AML training?

✓ Included any/all fees?***

✓ Signed where indicated

You can submit your contracting one of the following ways:

Fax: 712-642-4248

Mail: Western Marketing – 318 West Huron – Missouri Valley, IA 51555

Email contracting to: licensing@wmacorp.com

*if signature is required on commission schedule

**if fees are required, if you are not sure, call our contracting department: 800-852-7152



AGENT CONTRACT TRANSMITTAL FORM

This form should be completed for:

- Any new agents being contracted by you, or
- Any changes you are requesting to an existing agent's commission level.
- Agents requesting a transfer to a new Marketing Organization

This form must be included with each new agent contract or to request change of existing level.

NEW AGENT/PRODUCER

Full Name of Agent being contracted: _____

Business Name (if different than Producer): _____

Contract Level (e.g. MGA, GA, A10): MGA

Reports to: Mark Finken / Western Marketing Agent # 00061

TRANSFER / CHANGE IN CONTRACT LEVEL

Full Name of Agent: _____ Agent # _____

Business Name (if different than Producer): _____ Agent # _____

New Contract Level (e.g. MGA, GA, A10): _____

Reports to: _____ Agent # _____

Agent's Signature (Required for Transfers) _____ Date _____

Western Marketing Associates Corp.
Marketing Organization Name (Please Print)

Mark E. Finken
Authorized Signature _____ Date _____

Mail to:
EQUITRUST LIFE INSURANCE COMPANY
ATTN: Agency Administration
P.O. Box 14500
Des Moines, IA 50306-3500

Fax to:
515-453-3362

FOR INTERNAL HOME OFFICE USE ONLY

1. Name: _____ Date of Birth: _____ Sex: M F
(as it appears on your license)

2. Business Name: _____ Email: _____

Please check box to indicate mailing address

3. Business Address: _____
Street City County State Zip

4. Residence Address: _____
Street City County State Zip

Previous Residence: _____
(if less than 5 years at present address) Street City County State Zip

5. Residence Phone: _____ Business Phone: _____ Fax: _____

6. Social Security Number: _____ Taxpayer Identification Number: _____

7. CRD Number (if securities licensed): _____ Broker/Dealer Name : _____

8. For which **states** do you wish non-resident appointment? _____
(Attach copy of current license. Fees required for non-resident appointments)

9. Do you currently have a debit balance with any insurance company? Yes No *(if yes give a company name and explanation below)*
 Balance: \$ _____

10. **If you answer "Yes" to any of the questions below, please write details on a separate sheet of paper and attach to this application.**

- a. Have you ever had your insurance license suspended or revoked?..... Yes No
- b. Have you ever had a complaint filed against you with an insurance department? Yes No
- c. Has any claim ever been made against you, your surety company, or errors and omissions insurer arising out of insurance sales, or have you been refused surety bonding?..... Yes No
- d. Have you ever been convicted of a felony?..... Yes No
- e. Have you ever been convicted of a misdemeanor, including but not limited to crimes involving dishonesty, breach of trust, or a violation of a federal law?..... Yes No
- f. Have you ever been party to any litigation?..... Yes No
- g. Are there any unsatisfied judgments outstanding against you?..... Yes No

11. **Errors and Omissions Coverage – REQUIRED** (Must provide a copy of the declaration page).

AGENT'S DECLARATION AND AUTHORIZATION

- 1) I hereby certify that all my answers to the above questions are true. I understand that this application will form a part of my Agent's Contract with EquiTrust Life Insurance Company (the Company) and the information is to the best of my knowledge an accurate statement of fact. I further understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for contract termination for cause at the sole discretion of the Company.
- 2) Certification – Under penalty of perjury, I certify that:
 - a) The Social Security Number or Taxpayer Identification Number shown on this form is correct (or I am waiting for a number to be issued to me);
 - b) 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 that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Signature of Applicant: _____ Date: _____

**AUTHORIZATION FOR DISCLOSURE OF PERSONAL INFORMATION AND
CONSENT TO INVESTIGATIVE REPORT**

I have applied for appointment with EquiTrust Life Insurance Company (the "Company"). To enable the Company to properly verify and evaluate my qualifications, I understand that they need access to certain personal information about me.

I hereby authorize any employer or former employer, any school, any police department or other law enforcement organization, any financial institution, any consumer reporting agency, or any other person or organization having information about me to furnish any insurance company affiliated with EquiTrust Life Insurance Company with any and all information that such person or organization has in its possession, including credit information.

I further acknowledge that investigative credit and criminal reports may be made in which information about my character, general reputation, personal characteristics, and/or mode of living is obtained through personal interviews with individuals such as neighbors, friends, or associates of mine. I hereby acknowledge and consent to the Company obtaining and utilizing such reports in its decision to contract with me. I understand that I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation, and that I may obtain a summary of consumer rights upon request.

For Minnesota and Oklahoma Residents Only: If a consumer credit report is obtained, I understand that I am entitled to receive a copy. I have checked the box if I would like to receive a copy of a consumer report if one is obtained by the Companies.

For California Residents Only: By signing below, I acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW. I have checked the box if I would like to receive a copy of an investigative consumer report or consumer credit report if one is obtained by Companies at no charge whenever I have a right to receive such a copy under California law.

A photocopy of this authorization is as valid as an original. I specifically waive any written notice from any present or former employer who may provide information based on this authorization. I understand this authorization will become a part of a written appointment application.

I acknowledge and agree that should I become associated with the Company in the position of agent, this Authorization shall remain valid and in effect and will allow Company to obtain such reports as Company deem necessary on an ongoing basis without any additional notice or consent during the term of such association.

Signed: _____

Print Name: _____

Date of birth (for identification purposes only): _____

Social Security Number (for identification purposes only): _____

Please list all other names used in the past: _____

Address: _____

NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW

EquiTrust Life Insurance Company (the "Company") intend to obtain information about you from an investigative consumer reporting agency for appointment purposes. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for purposes of your application for appointment. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), the Company may investigate the information contained in your appointment application and other background information about you, including but not limited to obtaining a criminal record report, verifying driving record, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making appointment decisions. The source of any investigative consumer report (as that term is defined under California law) or consumer report will be **General Information Services, 917 Chapin Road, Post Office Box 353, Chapin SC 29036; 888-333-5696; www.geninfo.com**.

The Company agree to provide you with a copy of an investigative consumer report when required to do so under California law. Under California Civil Code section 1786.22, you are entitled to find out from an ICRA what is in the ICRA's file on you with proper identification as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the ICRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- By requesting a copy be sent to a specified addressee by certified mail. ICRA's complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA's.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity. The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.

CONTRACT EFFECTIVE DATE: _____, 20____

AGENT/AGENCY: _____

ADDRESS: _____

EquiTrust Life Insurance Company (hereinafter called the "Company," "we," "our" or "us") and the undersigned person, firm or corporation (hereinafter called "agent," "agency," "you," "your" or "yourself") mutually agree to the terms of the contract as follows:

1. AUTHORITY TO SOLICIT

You shall be licensed by the state(s) in which you solicit applications for insurance for the Company. You shall solicit applications in accordance with applicable state laws and regulations, the rules and regulations of the Company, and provisions of this contract.

2. LIMITATION OF AUTHORITY

- (a) You are not authorized to waive, alter or change any provision or condition of the Company's insurance policies or certificates, agent's or agency contracts, literature or receipts, modify or extend the amount of time for any premium payment due the Company.
- (b) You shall not perform any act other than expressly granted herein except as specifically authorized in writing by the Company.
- (c) You are not authorized and are expressly forbidden to bind the Company by any promise or agreement, or to incur any debt, expense or liability in its name or account. You are not authorized to enter into any legal proceedings in connection with any matter pertaining to our business without prior written authorization of the Company. You shall not enter into any Contract, incur any expense or obligation, or cause or permit the insertion or distribution in any publication or otherwise, any advertising or publicity matter which in any way involves the Company without the prior written authority of the Company.

3. RELATIONSHIP

Your relationship with the Company shall be that of an independent contractor and not that of an employee. You shall be free to exercise independent judgment as to the time and manner you may perform the acts you are authorized to perform under this contract.

4. COLLECTION OF PREMIUM

All monies received by you or collected for or on behalf of the Company shall be made payable to the Company. You are not authorized to endorse or cash checks, drafts, money orders or financial instruments made payable to the Company.

5. DELIVERY OF POLICY

- (a) The policy may be delivered only if
 - (1) the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as stated in the application for such policy, and
 - (2) the first premium has been fully paid and
 - (3) twenty days have not elapsed from the date said policy was issued by the Home Office.
- (b) any policy not delivered shall be immediately returned to the Company upon expiration of the twenty-day period.
- (c) for each policy issued in the form as applied for and returned for cancellation by the applicant, or for each policy which is reissued at your request, we may require you to reimburse us for an underwriting charge.

6. AUTHORITY OVER AGENTS

You have authority to recruit and recommend to the Company individuals to be appointed as agents of the Company. No recommendation or application for appointment or contract will be effective until approved by the Company at its Home Office, 5400 University Avenue, West Des Moines, Iowa 50266.

7. COMMISSIONS

- (a) We will pay to you commissions at the rate and the conditions set forth in the commission schedule.
- (b) The commission schedule may be amended by the Company at its option, which amendments shall be effective upon written notice to you. Any amendment to the commission schedule will apply only to applications written after the effective date of the amendment.
- (c) No commission will be paid on premiums paid in advance until after the due dates of the respective paid premiums so paid in advance and then only if the policy is in force and effect on such due date.

- (d) If any insurance procured by you is subsequently converted to or replaced by some other form of policy, the commissions payable, if any, under such new insurance shall be paid to you only if such conversion or replacement is affected by or through you.
- (e) Commissions shall be payable no less than monthly. If the premium on any policy secured hereunder is not paid within ninety days from the premium due date and such policy is subsequently reinstated, you shall be entitled to further commissions only if the policy is reinstated by or through you.
- (f) Should the Company, at its sole discretion, deem it appropriate at any time to cancel a policy and/or refund any premium on which you were paid commission, then such commission shall be charged back to you.
- (g) Commissions on benefit riders, term riders, replacement policies and conversions shall be payable in accordance with Company practices at the time the coverage is issued, converted or replaced, as the case may be.
- (h) All commissions in this Contract shall be reduced by the amount which the Company, pursuant to the terms of their respective commission schedules, pays directly to agents recommended by you and under your supervision.

8. ADVANCES

At any time, upon demand by the Company, any monies paid as an advance of commissions to you or to your agents or otherwise due from you to the Company as shown on your agent/agency statement shall be payable by you to the Company.

9. LIABILITY

You shall be jointly and severally liable to the Company for all monies, including monies for which agents/agencies are liable on whose production you are entitled to receive and/or have received commission from the Company, including but not limited to (a) monies collected on behalf of the Company and (b) monies payable to the Company as a balance due as shown on agent's/agency's monthly statement. All accounting records maintained by you relating to our business are subject to inspection at any reasonable time by our authorized representatives. The Company reserves the right to charge interest on any amounts due hereunder up to 1½ percent per month.

10. INDEBTEDNESS

The Company, as additional security and to secure the repayment of any indebtedness due the Company under this Contract or any other Contract with the Company, shall have a first and prior lien against any compensation due you under this Contract and against any other sums due or to become due to you from the Company for any reason. You further hereby assign and grant to the Company an interest in all compensation due or to become due and all other sums which you may have on deposit with the Company from time to time. The Company may, at any time, offset any such indebtedness against compensation due you or other monies which you may have on deposit with the Company under this Contract or any other Contract or Agreement with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness. You agree to pay all costs of collection, including attorney fees, incurred by Company or its successors or assigns in collecting any indebtedness from you. The term "Company," as used in this paragraph, shall include all companies affiliated with EquiTrust Life Insurance Company.

11. REIMBURSEMENT & INDEMNIFICATION

You shall reimburse the Company and/or indemnify the Company for any loss including attorneys' fees resulting from actions by you or your agents or agency and for all costs, expenses and attorneys' fees that the Company may incur in recovering from you any property or indebtedness belonging to or due the Company. You agree to indemnify and hold the Company harmless for any claim, loss, expense, cost or liability which it may incur resulting from your breach of the terms of the Contract or violation of any law or regulation or failure to comply with any court order. Should any claims or lawsuits be made by any third party against you, or the Company as a result of alleged wrongdoing by you, then you shall hold the Company harmless from and indemnify it for any claim, loss, expense, cost or liability which it may incur defending the action and for any settlement of or judgment resulting from such action. The Company may, at its discretion, defend or settle any such claim.

12. ASSIGNMENT

No assignment of any commissions or any other amounts or any portion due or to become due to you 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 you to the Company.

13. ACCOUNTING

The Company will furnish you no less than monthly statements showing commissions credited and other account entries within such account period.

14. FORFEITURE

If, at any time you endeavor to induce agents of the Company to discontinue their contract, or the Company's policyowners to relinquish their policies, you shall forfeit any and all commission(s) that you might otherwise have acquired under any and all contract(s), with the Company. A forfeiture under this paragraph shall not constitute an election by the Company to forego any claim it may have against you.

15. DISCONTINUANCE OF POLICY FORMS OR TERRITORY

Without liability to you, the Company may, at its sole discretion

- (a) discontinue writing business in any territory;
- (b) discontinue and/or withdraw any policy form in any or all territories without prejudice to our right to continue use of said form in any other territory;
- (c) resume the issuance or use of any form in any territory or territories.

16. TERMINATION OF CONTRACT

- (a) This contract shall be automatically terminated in the event of
 - (1) Your failure to be licensed to sell; or
 - (2) your death; alternately, if you are a partnership or a corporation, upon any event legally or contractually causing a dissolution of the partnership or a termination of the corporation. We may continue to rely on this Contract as existing before such dissolution until we receive formal written notice of dissolution; or
- (b) This Contract will automatically terminate, at any time, without prior notice, if you shall
 - (1) withhold or misappropriate any money or other property belonging to us;
 - (2) subject us to liability due to your misfeasance or malfeasance;
 - (3) commit an act of embezzlement;
 - (4) fail to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction under this Contract;
 - (5) fail to conform to the rules and regulations of the Company;
 - (6) commit any fraud;
 - (7) fail to pay any indebtedness to the Company on demand;
 - (8) actively replace the Company's policies with another Company.

Should you be terminated under this subsection (b), you shall be liable to us for such acts including liability for damages for which we may have been subjected by virtue of such act or acts allowing such termination and you will forfeit all your rights to any further payments and/or commissions under this Contract.
- (c) The Contract may also be terminated by either party with or without cause by giving fifteen days written notice to the other party. The right to termination under this subsection (c) is not restricted by the provisions for termination in (a) or (b) above.
- (d) Upon any termination of this Contract, you shall immediately deliver to us all of the previously furnished materials, supplies, advertising and any other printed matter which mentions the Company.
- (e) Except as set forth in paragraphs 14 and 16(b), first-year commissions shall be fully vested as they accrue, and renewal commissions will be vested at 80 percent of the renewal commission percentage shown in the commission schedule or amendment. Should the renewal commissions due you be less than \$500 for any calendar year, the Company may discontinue payment to you at its discretion.
- (f) In the event of termination of the Agreement for any reason, the lien and set-off provisions hereof shall continue in full force and effect beyond the termination hereof. If, subsequent to termination, any monies shall become due from you to the Company, and you fail to repay such monies upon due demand, all compensation due hereunder or under any other contract you may have with the Company shall be forfeited. A forfeiture under this provision shall not in any way prejudice the Company's right to pursue any remedies available to it to collect any monies owed by you to the Company over and above any set-off amount.

17. NOTICES

Any notice or demand required or permitted to be given under this Contract shall be in writing and shall be deemed effective (unless this Contract provides for a different period of time) upon the personal delivery thereof if delivered or, after having been deposited in the United States mail, postage prepaid, and addressed in the case of Company to its then principal place of business, and in your case to your last known address on the Company's records. Either party may change the address to which such notices are to be addressed by giving the other party notice in the manner herein set forth.

18. SEVERABILITY

Any provision to this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

19. NON-WAIVER

The forbearance or neglect of the Company to insist upon strict compliance by you with any of the provisions of the Contract, whether continuing or not, or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder. No waiver of any right or privilege of the Company arising from any default or failure of performance by you shall affect the Company's rights or privileges in the event of a further default or failure of performance.

20. ENTIRE AGREEMENT

This Contract cannot be changed by any verbal promise or statement by whom so ever made, and no written modification or change will bind the Company unless it is signed by the President, a Vice President, Secretary or Assistant Secretary of the Company, and expresses an intention to modify or change this contract.

21. CONFIDENTIAL INFORMATION

In performing the obligations arising under this Agreement, each party may have access to and receive certain confidential or proprietary information of the other party (hereinafter "Confidential Information"). Each party shall take all reasonable steps necessary to protect the confidential and proprietary nature of all Confidential Information of the other party by affording thereto the same types of protection which the party in possession of Confidential Information of the other party affords its own confidential and proprietary information. Each party has adopted reasonable business practices to limit access and unauthorized disclosure of Confidential Information. The parties will only disclose Confidential Information with those having a sufficient reason to know such information and shall limit employee, vendor, agent, agency and other third party access in accordance with the terms of this Agreement. Except as provided in this Agreement or as reasonably required to perform the services referenced herein, neither party shall, directly or indirectly, disclose or make available to any third party, or use for any purpose, any Confidential Information belonging to the other party, except as may be required by law. Notwithstanding the foregoing, Confidential Information shall not include: (i) any information which is or becomes generally available to the public or the insurance industry, other than as a result of a breach of this Agreement by the party obtaining the Confidential Information; (ii) any information which is lawfully obtained by the party from a third party, provided that the third party is not, to the knowledge of the party obtaining the information, bound by a nondisclosure agreement with respect thereto; or (iii) any information which subsequently develops from independent sources.

22. ARBITRATION

If any dispute or disagreement shall arise in connection with any interpretation of this agreement, its performance or non-performance, or the figures and calculations used, the parties shall make every effort to meet and settle their disputes in good faith informally. If the parties cannot agree on a written settlement within sixty days after it arises, or within a longer period agreed upon by the parties, then the matter in controversy shall be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of any arbitration shall be West Des Moines, Iowa.

23. APPLICABLE LAW

To the full extent controllable by our stipulation, this Contract shall be construed in accordance with Company rules and policy now or hereafter established and shall be interpreted and enforced under Iowa law.

EQUITRUST LIFE INSURANCE COMPANY

By: _____

Title: _____

Date: _____

AGENT OR AGENCY NAME- _____
Please Print

Signature: _____

Title: _____

Date: _____

Mail to:
EQUITRUST LIFE INSURANCE COMPANY
ATTN: Agency Administration
P.O. Box 14500
Des Moines, Iowa 50306-3500



DIRECT DEPOSIT OF COMMISSION EARNINGS AUTHORIZATION AGREEMENT

EquiTrust Life Insurance Company will electronically send commission funds through the Automated Clearing House (ACH) directly to a financial account as named on this form.

This authorization is to remain in force and effective until EquiTrust Life Insurance Company has received written notification of its termination in such time and in such manner as to afford EquiTrust Life Insurance Company and the Financial Depository a reasonable opportunity to act upon it.

[] New Request [] Change Request

Agent Name & Number _____
Phone Number _____
Signature _____
Please Print

FINANCIAL INSTITUTION

Financial Institution _____
Bank Address _____
Bank Address _____
Bank Phone Number _____
Bank Routing Number _____
Account Number _____

IMPORTANT - PLEASE ATTACH A VOIDED CHECK! NO DEPOSIT SLIPS!

Please return this form to: Agency Administration
EquiTrust Life Insurance Company
P.O. Box 14500
Des Moines, Iowa 50306-3500

or fax to: 515-453-3362

If you have questions regarding this form, please contact Agency Administration toll-free at 1-866-598-3692.

EquiTrust Life Insurance Company • 5400 University Ave • Box 14500 • West Des Moines, Iowa 50265 • 866/598-3692

WESTERN MARKETING
108 N. 2nd Street
Missouri Valley, IA 51555
Website: www.wmacorp.com Email: Andy@wmacorp.com
Phone: (800) 852-7152 Fax: (712) 642-4248

Bankruptcy/Tax Lien Information

Today's Date: _____
Agent Name: _____

If you checked "YES" to Bankruptcy or Lien,
please complete the following.

Lien:

1. Amount of Lien _____
2. Type of Lien _____
3. Reason for Lien _____
4. Amount repaid or being repaid _____
5. Method of repayment _____

Bankruptcy:

1. Amount of Bankruptcy _____
2. Type of Bankruptcy _____
3. Reason for Bankruptcy _____
4. Any amount repaid _____
5. Method of repayment (if applicable) _____
6. Date of discharge _____

Additional comments: _____

