

**WESTERN
MARKETING**



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: _____ Gerber

- ✓ 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



**Gerber Life
Insurance Company**

Contract Checklist for General Agent (Corporation w/Special Agent)

Name: _____

REQUIRED DOCUMENTS FOR CONTRACTING

General Agent Agreement

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

Special Agent Agreement

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

Background & Information Sheet

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

Fair Credit Reporting Act Disclosure

- Signed & Dated

Check Deposit Authorization (Optional)

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

Current State Licenses

ALL States in Which General Agent Will Be Soliciting Business.

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

Corporations: GA MA MT NM PA UT PR VA

Individuals: GA KS MA MT NM PA UT PR VA

PLEASE NOTE

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

Master General Agency: Transmittal Form(s) must accompany all General Agent contracting paperwork.



**Gerber Life
Insurance Company**

General Agent	
▶ _____	
Sign Name (required)	_____
Print Name	_____
Title	_____
General Agent	_____
Date	_____
Designated Beneficiary	_____

Taxpayer Identification Number (TIN)

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

Social Security Number

OR

Employer Identification Number

Certification

Under penalties of perjury, I certify that:

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

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

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

Sign Here ▶	Signature of U.S. person ▶	Date ▶	_____
-------------	----------------------------	--------	-------

Gerber Life Insurance Company

<i>General Agent Agreement</i>	
By	_____
Name	_____
Title	_____
Date	_____

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



**Gerber Life
Insurance Company**

Special Agent



Sign Name (required)

Print Name

Special Agent

Date

[Remainder of page blank]

Gerber Life Insurance Company

Special Agent Agreement

By _____

Name _____

Title _____

Date _____

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



**Gerber Life
Insurance Company**

BACKGROUND AND INFORMATION SHEET

Name: _____

Social Security Number: _____ Date of Birth: _____

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

Home Phone: _____ Cell Phone: _____
(optional)

E-mail Address: _____
(optional)

Business Name: _____
(if applicable)

Personal Business Address: _____

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

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

Business Phone: _____ Business Fax: _____

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

Please identify your Master General Agency (if applicable): Western Marketing / Mark Finken

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

1. Have you ever been fined, suspended, placed on probation, paid administrative costs, entered into a consent order, been issued a restricted license or otherwise been disciplined or reprimanded, or are you currently under investigation by any insurance department, FINRA (formerly known as the NASD), SEC or any other regulatory authority?
 Yes No
2. Have you ever been convicted or plead guilty or nolo contendere (no contest), served any probation, paid any fines or court costs, had charges dismissed through any type of first offender or deferred adjudication or suspended sentence procedure, or are any charges currently pending against you for any offense other than a minor traffic violation?
 Yes No

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

Candidate Signature

Date



**Gerber Life
Insurance Company**

FAIR CREDIT REPORTING ACT DISCLOSURE

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

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

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

This means a credit report, criminal report and report of insurance department regulatory actions will be obtained and reviewed as part of a background investigation in order to determine your eligibility to be contracted and appointed.

For California, Minnesota and Oklahoma: You have a right to request a copy of the consumer report which will disclose the nature and scope of the report.

Yes, please provide me a copy of the consumer report

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

CANDIDATE’S STATEMENT – READ CAREFULLY

Gerber Life Insurance Company is hereby authorized to obtain and use a consumer report of my criminal record history, insurance department history and credit history through any consumer reporting agency or through inquiries with my past or present employers, neighbors, friends or others with whom I am acquainted. I understand that this consumer report will include information as to my general reputation, personal characteristics and mode of living.

AUTHORIZATION

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

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

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

Candidate Signature

Date

Print Name



**Gerber Life
Insurance Company**

Direct Deposit Authorization

I, the undersigned, do hereby authorize Gerber Life Insurance Company and its affiliates to deposit my check as indicated below. This authority is to remain in full force and effect until Gerber Life Insurance Company and its Affiliates have received notification from me of its termination in such time and in such manner as to afford Gerber Life Insurance Company and its affiliates a reasonable opportunity to act on it. In no event shall it be effective with respect to entries processed prior to receipt of notice.

I also understand this is not an assignment of commissions, 1099's will continue to be issued to the commission owner.

This Electronic Funds Deposit is for:

Individual/Business Name (please print)
Name Associated with SSN or Tax ID

Signature **X** _____
Authorized signature as shown on the account

Social Security Number or Tax ID

Production Number

Telephone Number ()

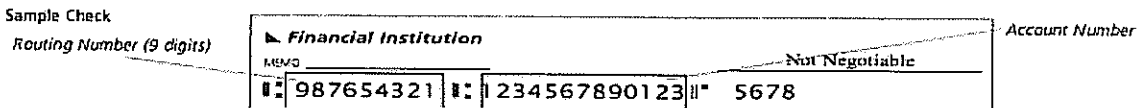
Deposit Type: New Deposit Account or Change to Existing Deposit Account

Name of Financial Institution

Bank Routing Number

Bank Account Number

Account Type: Checking Account or Savings Account
 Business or Individual



A VOIDED IMPRINTED CHECK, SAVINGS DEPOSIT SLIP OR LETTER FROM THE BANK MUST BE ATTACHED TO VERIFY ACCOUNT AND ROUTING NUMBERS.

For Direct Deposit Setup Inquiries:
Phone: (800) 863-8963
Fax: (402) 997-1832
Email: gerbercontracting@medsuppservices.com

For Compensation Inquiries:
Phone: (877) 466-8353

Administrative Office
PO Box 2271
Omaha, NE 68103-2271



**Gerber Life
Insurance Company**

***General Agent
Repay Commission Advance Amendment***

This Amendment ("Amendment") together with any rights under the Agreement which should be assigned and all rights and privileges granted to Company contained herein may be assigned to any party by Company without the permission or consent of the General Agent ("GA") and this Amendment is hereby assigned, effective immediately upon execution, to an assignee ("Assignee") selected by Company and Assignee shall have the right to require compliance with and to enforce the terms and conditions of this Amendment.

A. Amendment to Indemnification Provision.

Section I. of the Agreement shall remain in effect in its entirety and shall be supplemented as follows:

"In addition, GA agrees to indemnify Company for any losses suffered by Company resulting from Company's agreement to make Advances to GA and other persons or entities in GA's down line distribution hierarchy. Upon GA's written request, Company shall cease making Advances to persons or entities in GA's down line distribution hierarchy, which request shall become effective on the date such request is processed by Company."

B. Collection Costs.

In the event any suit or other action is commenced to enforce any provision of this Amendment or to force repayment of any Advances, GA agrees to pay such additional sums for attorney fees, costs of suit, collection fees or such other costs and expenses as may be incurred by Company in such suit or action.

C. Termination.

This Amendment shall be terminated upon the earlier of:

1. Termination of the Agreement, or
2. Receipt of notice from one party to the other that this Amendment is terminated.

However, termination shall not extinguish GA's liability to Company until that liability is paid. The security interest referenced in this Amendment shall be reinstated should

Company ever be required to return a payment.

D. Miscellaneous.

1. This Amendment shall only be applicable to applications submitted to and received by the Company in Omaha, Nebraska, on or after the effective date of this Amendment.
2. All production calculations will be based on Company records.
3. Advances on Products may be adjusted, modified or eliminated at the Company's sole discretion.
4. The administrative rules, practices and procedures regarding Advances may be revised, modified or supplemented by the Company from time to time.
5. This Amendment shall be read together and construed as one document with the Agreement, but to the extent of any inconsistency or ambiguity, this Amendment shall govern. Except as specifically provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
6. This Amendment can be amended by Company at any time without the approval and/or consent of the GA.
7. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

Master General Agency

▶ Mark E. Fink

Signature (Required)

Mark Finken/Western Marketing

Print Name

President

Title

Date

General Agent

Individual, Partnership or Corporate Name

▶ _____
Signature (Required)

Print Name (and Title, If Applicable)

Address

City

State

Zip

Gerber Life Insurance Company

▶ _____
Signature (Required)

Print Name

Title

Date

Administrative Office
PO Box 2271
Omaha, NE 68103-2271



**Gerber Life
Insurance Company**

***General Agent
Commission Advance Amendment***

This Amendment ("Amendment") together with any rights under the Agreement which should be assigned and all rights and privileges granted to Company contained herein may be assigned to any party by Company without the permission or consent of the General Agent ("GA") and this Amendment is hereby assigned, effective immediately upon execution, to an assignee ("Assignee") selected by Company and Assignee shall have the right to require compliance with and to enforce the terms and conditions of this Amendment.

A. Commission Advances.

1. The Company agrees to provide GA with advances of certain commissions ("Advances") upon issuance of Products.
2. GA may receive Advances on Products as made available to GA from time to time. Advances will not be made on guaranteed issue or internal replacement business. Company may make additional products available for Advances or discontinue Advances on Products in its sole discretion.
3. Advances will be paid based on the mode GA selects in this Amendment. Advances will be calculated in accordance with the terms and conditions established by the Company, which may be changed from time to time at Company's sole discretion. Payment of Advances will be included with regular compensation payments made pursuant to the terms of the Agreement. The maximum Advance for each policy will be \$500.00.

B. Payment of Advances.

Advances are subject to all provisions of the Agreement. The Company shall have absolute and complete discretion to withhold payment of any or all Advances to GA. Advances may be withheld for any reason, including but not limited to, doubts that a policy will be issued or accepted, failure to submit appropriate premium with applications, and actual or potential Indebtedness by GA to the Company. Further, the Company shall have absolute and complete discretion to determine whether applications submitted by GA qualify for Advances.

C. Interest on Advances.

1. Company will charge simple interest at the rate of 1% per month on outstanding advanced balance for each policy with unearned advanced commissions. Interest will be calculated as of the last pay cycle of the month.
2. Company reserves the right to charge interest on all outstanding Advances and such interest rates may be adjusted from time to time by Company.
3. All Advances, together with unpaid and accrued interest thereon, are due and payable upon demand by Company.

D. Security for Indebtedness.

1. GA grants to Company a security interest in and to all right, title and interest of GA, whether now owned or hereafter acquired, in commissions due to GA under the Agreement, all contractual rights of GA to receive commissions under the Agreement, all other amounts due to GA pursuant to the Agreement and all proceeds of the foregoing (the "Collateral"). GA authorizes Company to file financing statements and amendments thereto, including financing statements and amendments containing a description of collateral that is greater than the property subject to the security interest granted in this Amendment. GA agrees to authenticate and deliver to the Company when requested, a financing statement in compliance with the applicable Uniform Commercial Code, and GA agrees to execute and deliver to the Company such other instruments as may be reasonably required from time-to-time, by the Company in connection with indebtedness of and security interest granted by GA. GA represents and

warrants to Company that (a) no security interest in or other lien on any of the Collateral exists, other than the security interest granted in this Amendment, (b) no financing statement or similar filing with respect to any of the Collateral exists, other than financing statements filed with respect to the security interest granted in this Amendment, (c) upon filing the financing statement provided for in this Amendment, the security interest granted in this Amendment shall be perfected and prior to all other security interests, liens and claims with respect to the Collateral, and (d) GA's complete and correct name (if GA is an entity, GA's name as set forth in its currently effective organizational documents), principal residence address (if an individual), and jurisdiction of organization, entity type and organizational identification number (if an entity) are set forth on the signature page to this Amendment. GA will not change any matter described in clause (d) of the preceding sentence without giving Company 30 days prior written notice.

2. The Company shall have a first and prior lien on and right of set off against any and all Collateral and the Company shall have the right to deduct Collateral from any and all monies now or hereafter due GA under this Addendum and any supplement thereto. The Company reserves the right to apply any payments made by GA or any credits due or to become due GA in satisfaction in whole or in part of the indebtedness of GA to the Company, in such order as may be elected by the Company. If an extension of time for payment of any obligation of GA should be granted by the Company, such extension shall not in any way affect any of the terms, conditions, or provisions of the Addendum, or in any manner impair the liability of GA to the Company.
3. The Company's books and records shall be prima facie evidence of said accounts and liabilities for which purpose GA

assigns as collateral to the Company all amounts due or to become due GA.

E. Repayment of Advances.

1. Advances generally will be repaid from commissions earned on the products. However, all Advances are a debt owed by GA to Company, and GA agrees to repay any outstanding Advances to Company within ten (10) days of demand for repayment by Company.
2. In addition to the right to repayment set forth in Section E.1. of this Amendment, GA agrees that the following Advances will be immediately repaid to the Company:
 - (a) Advances made on policies which do not issue,
 - (b) Advances made with respect to premium which is refunded for any reason, and
 - (c) Advances made with respect to premium which is not collected by the Company.
3. The Company may offset any Advance or other sum payable to GA, specifically including unearned commissions and contractual rights to receive commissions, against any amounts GA or persons or entities in GA's distribution hierarchy owe to Company, without regard to whether such amounts relate to Products. Any indebtedness caused by Advances that are not repaid from renewal commissions after this Amendment is terminated with or without cause, will become immediately due in full. Furthermore, GA hereby irrevocably assigns to the Company all commission accounts that may accrue to GA whether before or after the termination of this Agreement to satisfy any indebtedness GA owes the Company.

F. Amendment to Indemnification Provision.

Section I. of the Agreement shall remain in effect in its entirety and shall be supplemented as follows:

“In addition, GA agrees to indemnify Company for any losses suffered by Company resulting from Company’s agreement to make Advances to GA and other persons or entities in GA’s down line distribution hierarchy. Upon GA’s written request, Company shall cease making Advances to GA and/or other persons or entities in GA’s down line distribution hierarchy which request shall become effective on the date such request is processed by Company.”

G. Collection Costs.

In the event any suit or other action is commenced to enforce any provision of this Amendment or to force repayment of any Advances, GA agrees to pay such additional sums for attorney fees, costs of suit, collection fees or such other costs and expenses as may be incurred by Company in such suit or action.

H. Termination.

This Amendment shall be terminated upon the earlier of:

1. Termination of the Agreement, or
2. Receipt of notice from one party to the other that this Amendment is terminated.

However, termination shall not extinguish GA’s liability to Company until that liability is paid. The security interest referenced in this Amendment shall be reinstated should Company ever be required to return a payment.

I. Miscellaneous.

1. This Amendment shall only be applicable to applications submitted to and received by the Company in Omaha, Nebraska, on or after the effective date of this Amendment.

2. All production calculations will be based on Company records.
3. Advances on Products may be adjusted, modified or eliminated at the Company’s sole discretion.
4. The administrative rules, practices and procedures regarding Advances may be revised, modified or supplemented by the Company from time to time.
5. This Amendment shall be read together and construed as one document with the Agreement, but to the extent of any inconsistency or ambiguity, this Amendment shall govern. Except as specifically provided in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
6. This Amendment can be amended by Company at any time without the approval and/or consent of the GA.
7. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

J. Governing Law, Venue and Jurisdiction.

This Amendment is subject to and is to be interpreted in accordance with the laws of the State of Florida. The GA consents to the jurisdiction of the Sixth Judicial Circuit, Pinellas County, Florida for all legal matters arising out of the execution of this Amendment and the enforcement of any restrictive covenants contained herein. Venue for any action, suit, or other proceeding, including non-contract disputes, shall be in Pinellas County, Florida.

Selection of Mode of Advance.

Please Select one mode of advance from the choices below and acknowledge your choice by initialing under your selection. All choices are for advance of commission upon the issuance of an eligible Product.

Six-Month (QK4) Nine-Month (QK5) Twelve-Month (QK6)

GENERAL AGENT	
BY: _____ (Signature always required)	PRINTED NAME: _____
TITLE: _____	DATE: _____

MASTER GENERAL AGENCY	
Master General Agency agrees to repay Company any and all Indebtedness incurred by GA pursuant to this Amendment and that such Indebtedness shall be subject to offset as provided in Section E.3 of the Master General Agency Agreement	
BY: <u>Mark E. Finken</u> (Signature always required)	PRINTED NAME: <u>Mark Finken/Western Marketing</u>
TITLE: <u>President</u>	DATE: _____

GERBER LIFE INSURANCE COMPANY

By: _____
Name: _____
Title: _____
Date: _____

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