



Gerber Life
Insurance Company

Contract Checklist for General Agent (Individual)

Name: _____

REQUIRED DOCUMENTS FOR CONTRACTING

General Agent Agreement – Return Signature Page Only

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

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 MS MO PA KY MT UT

Individuals: GA KS MS MO PA KY MT NC UT



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

WESTERN MARKETING ASSOC. CORP.
108 N 2nd Street, P.O. Box 385
Missouri Valley, IA 51555
1-800-852-7152
Fax 712-642-4248

Administrative Office
P.O. Box 2271
Omaha, NE 68103-2271



**Gerber Life
Insurance Company**

General Agent Agreement

This General Agent Agreement ("Agreement") is between the undersigned General Agent ("GA") and Gerber Life Insurance Company ("Company").

See Section K for definitions.

The parties agree as follows:

A. **Appointment** Company authorizes GA to solicit Product applications and to recruit Other General Agents. Company agrees to appoint GA with the appropriate state insurance departments for GA to solicit Product applications. This appointment is not exclusive.

B. **Compensation**

1. **For Each Product.** GA's compensation depends on the particular Products sold. Compensation for each Product will be as specified in the Compensation/Product Schedules.

Compensation/Product Schedules may be changed by Company at any time and will be distributed to GA.

2. **Contingencies.** In addition to any conditions imposed in the Compensation/Product Schedules and any amendments, no compensation is earned until:

(a) GA is licensed and appointed in accordance with laws and Company procedures,

(b) the Product is actually issued, delivered to and accepted by the customer,

and

(c) the premium for the Product is paid to the Company.

3. **Compensation After Termination.** GA shall not be

entitled to any compensation after the Termination Date of this Agreement, except for:

(a) Vested Compensation,

and

(b) any net credit balance in GA's account for compensation earned as of the Termination Date.

4. **Forfeiture.** GA will forfeit all rights to receive compensation, including Vested Compensation, if, in the sole reasonable discretion of Company, GA commits any of the following acts:

(a) breaches any material provision of this Agreement while in effect or any material obligation that survives termination of this Agreement.

(b) commits a fraudulent or illegal act in connection with any activities contemplated under this Agreement.

(c) does any act which results in the suspension or revocation of GA's insurance license.

C. **GA's Duties**

1. **Licenses and Approvals.** GA shall obtain and maintain and provide copies of all necessary licenses and regulatory approvals

to perform the services under this Agreement.

2. **Monitor and Communicate.** GA may recruit Other General Agents. GA shall monitor its Other General Agents and communicate information to Company, of which it is aware or should be aware, that Company needs to know about its Other General Agents to properly address compliance or other risks. When directed by Company, GA shall communicate Company information to its Other General Agents.
3. **Solicitation.** GA shall help its Other General Agents in soliciting Products. If GA is contracting as an individual, then GA may solicit applications for Products.
4. **Service.** GA shall help its Other General Agents in servicing customers. If GA is contracting as an individual, GA shall provide service to GA's customers.
5. **Confidentiality and Privacy.** GA shall comply with the "Confidentiality and Privacy Amendment" which is attached hereto and incorporated into this Agreement. Company may unilaterally revise the Confidentiality and Privacy Amendment upon written notice to GA.
6. **Compliance with Laws and Conduct.** GA shall comply with all applicable laws and regulations and act in an ethical, professional manner in connection with this Agreement, including, without limitation, with respect to any compensation disclosure obligations and any other

obligations it may have governing its relationships with its clients.

7. **Compliance with Company Policies.** GA shall comply, and shall ensure its employees comply, and shall instruct and encourage its Other General Agents to comply with all policies, practices, procedures, processes and rules of Company. GA shall promptly notify Company if GA or any of its employees or Other General Agents are not in compliance with any Company policy, procedure, process or rule.
8. **Insurance.** GA shall have and maintain Errors and Omissions liability insurance covering GA and GA's employees during the term of this Agreement in an amount and nature, and with such carrier(s) satisfactory to Company and provide evidence of such insurance to Company upon request.
9. **Fiduciary Responsibilities.** GA shall be responsible for all money collected by GA, GA's employees and its Other General Agents on behalf of Company and shall remit to Company all payments and collections received for or payable to Company from Other General Agents, applicants, customers, or others no later than 15 days after receipt, or within any shorter period required by law. All money tendered as payment shall always be the property of Company and shall be held by GA purely in a fiduciary capacity and not for GA's own benefit. GA is not authorized to spend, cash or deposit for any purpose any portion of such money.
10. **Records.** Except as provided in the Confidentiality and Privacy

Amendment, GA shall keep regular and accurate records of all transactions related to this Agreement for a period of at least five years from the date of such transactions, or longer if required by federal or state law or regulation.

11. **Advertising Materials.** GA shall obtain Company's written approval prior to using any advertising material or script identifying Company or Products, except such material provided by Company and used pursuant to Company's instructions.
12. **Notice of Litigation or Regulatory Proceeding.** GA shall promptly notify Company upon receiving notice of potential, threatened, or actual litigation or any regulatory inquiry or complaint with respect to this Agreement or any Product. 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.
13. **Delivery of Documents to Customers.** Upon request from Company, GA shall deliver to its customers any information that Company provides to GA for the purpose of fulfilling Company's obligation to provide such information to the customer, including without limitation, Schedule A to Form 5500 and any other information relating to compensation paid to GA by Company. GA shall deliver such information to its customers within the time period required by ERISA or other applicable law or

as otherwise instructed by Company.

D. **Limitations** GA, either directly or through its employees or Other General Agents, shall not:

1. **Expense or Liability.** Incur any expense or liability on account of, or otherwise bind Company without specific prior written approval from an Authorized Representative.
2. **Alteration.** Alter any advertising materials or make, alter, waive or discharge any contracts or Products on behalf of Company.
3. **Premium Payments and Reinstatement.** Extend the time for payment of any premium or waive any premium, or bind Company to reinstate any terminated contract, or accept payment in any form other than a customer check or money order payable to the Company or other method authorized by Company.
4. **Respond in Connection with Proceeding.** 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.
5. **Replacement.** Replace any existing insurance product or annuity contract unless the replacement is in compliance with all applicable laws and regulations and is in the best interest of the customer. The decision whether to replace an insurance product or annuity contract should be made by the customer. To help the customer make a decision regarding any proposed

replacement, GA must provide the customer with full disclosure (both positive and negative) of all relevant information.

6. **Misrepresentation.** Misrepresent or induce any Other General Agent to misrepresent, any provision, benefit, or premium of any Product.

E. *Compensation Administration*

1. **Accounting.** Company will account to GA for payable commissions based upon initial and renewal premiums received and accepted by Company for policies issued upon applications submitted by or through GA. Company reserves the right to freeze GA's account for a reasonable period of time to ensure that funds are available to reimburse the Company for any Indebtedness.
2. **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, GA shall pay to Company all compensation previously paid or credited to GA's account on such returned premium.
3. **Set-Off.** Company is authorized to set-off and apply any and all amounts due to GA from Company under this Agreement to any and all obligations or Indebtedness of GA or its employees, Other General Agents or affiliates to Company or its affiliates. This right of set-off does not require Company to

make any prior demand upon GA, and the right exists irrespective of whether the obligations of GA or its affiliates are contingent or unmatured. The rights of the Company under this Section E.3 are in addition to any other rights and remedies which the Company may have under this Agreement or otherwise.

4. **Interest.** Interest will accrue on any amount due under this Agreement, which has not been paid within 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.
5. **Limitation of Compensation Actions.** Any claim by GA regarding compensation must be brought within one year from the date the compensation was reported on an accounting issued from Company to GA. Any claim regarding compensation must be brought against the corporation which issued the Compensation/Product Schedule to which the claim relates.

F. ***Termination With or Without Cause*** In addition to the termination provisions set forth in the Confidentiality and Privacy Amendment, GA or Company shall have the right at any time to terminate this Agreement, with or without cause, upon written notice to the other party. Termination shall be effective as of the Termination Date.

G. ***Independent Contractor*** GA is an independent contractor and not an employee of Company. Subject to legal and regulatory requirements, GA shall be free to exercise GA's own judgment as to the persons from whom GA will solicit

and the time and place of such solicitation.

H. ***Inspection of Books and Records***

Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from the books and records of the GA for the purpose of verifying GA's compliance with the provisions of this Agreement.

I. ***Indemnity and Hold Harmless***

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 General 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.

J. ***General***

1. **Issue and Product Type.** 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.

2. **Producer of Record.** The producer of record for any Product shall be determined by Company records. Company reserves the right to change the producer of record according to Company procedures and shall have no obligation to designate a successor producer of record.

3. **Notice.** Any notice required or permitted to be sent to Company under this Agreement shall be delivered personally or sent by U.S. Mail with all postage prepaid or by express mail to:

Gerber Life Insurance Company
PO Box 2271
Omaha, Nebraska 68103-2271

4. **Entire Agreement.** This Agreement, the Confidentiality and Privacy Amendment and the Compensation/Product Schedules constitute the entire agreement between the parties regarding the Products sold under this Agreement.

5. **Governing Law.** This Agreement shall be governed by the laws of the State of New York, without giving effect to that State's principles of conflicts of law.

6. **Severability.** In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in effect.

7. **No Waiver.** Failure of Company to enforce any provision of this Agreement shall not operate to waive or modify such provision or render such provision unenforceable.

8. **No Assignment or Change.** Except for Compensation/Product Schedules, Confidentiality and Privacy Amendments and other amendments to the Agreement which are required by federal, state or local laws or regulations, no modification, amendment or assignment of this Agreement shall be valid unless approved in writing by an Authorized

Representative.
Compensation/Product
Schedules, Confidentiality and
Privacy Amendments and other
amendments to the Agreement
which are required by federal, state
or local laws or regulations may be
distributed only by Company but
need not be signed by either party
to be effective.

9. **Survival.** GA's appointment pursuant to Section A of this Agreement shall immediately terminate on the Termination Date. Except for Sections C.2 and C.3 of this Agreement, all other provisions of this Agreement shall survive its termination.
10. **Beneficiary.** If GA is an individual, then GA designates the beneficiary specified on the signature page or such other party or parties as GA may designate by written notice delivered to and recorded by Company, as beneficiary for payment of any compensation becoming due after GA's death.
11. **Headings.** Any section or other heading contained in this Agreement are for reference purposes and convenience only and shall not affect, in any way, the meaning and interpretation of this Agreement.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

1. **"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.
2. **"Compensation/Product Schedule"** means a Company's distributed commission schedule that (a) specifies the amounts and conditions under which commissions will be due and payable to GA for any Product, and (b) is made a part of this Agreement.
3. **"Indebtedness"** means any amounts owed by GA to Company, including but not limited to (a) the chargeback of any compensation paid or credited to GA 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 GA, (c) any expenses incurred by the Company on behalf of GA, and (d) any amount paid by the Company, which in its determination resulted from fraud, misrepresentation or other improper conduct by the GA.
4. **"Other General 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 GA.
5. **"Product"** means any insurance policy, contract, investment vehicle or other offering identified in any Compensation/Product Schedule.

6. "Termination Date" means the later to occur of (a) the date on which GA or Company sends written notice of termination to the other party, or (b) the date specified by GA or Company in a written notice of termination to the other party.
7. "Vested Compensation" means compensation identified as vested

on a Compensation/Product Schedule and that may be paid to GA after the Termination Date if (a) the policy related to the Product remains in force, (b) the premiums for the policy are paid to Company, and (c) if GA is the writing agent, GA remains the producer of record.

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Missouri Valley, IA 51555
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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): *Mark Fiaken / Western Marketing*

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**

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:

1. The number provided is my correct taxpayer identification number, 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. 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 ▶
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Confidentiality and Privacy Amendment

General Agent

This "Confidentiality and Privacy Amendment" is made a part of and incorporated into the General Agent Agreement between GA and Company ("Agreement") and is effective on the effective date of the Agreement. To the extent any provision of the Agreement conflicts with or is inconsistent with any provision of this Confidentiality and Privacy Amendment the provisions of this Confidentiality and Privacy Amendment shall control. All other terms and conditions of the Agreement not inconsistent with the terms of this Confidentiality and Privacy Amendment shall remain in full force and effect.

A. *Definitions*

Except as otherwise defined, any and all capitalized terms in this Amendment shall have the definitions set forth in the Privacy and Security Rules.

1. **"Confidential Business Information"** means the following nonpublic business or financial information whether in written, oral or electronic form: information which relates to customers or the business of Company including without limitation, sales and rate information, software, business plans and operating strategies, Product information, personal information that is not considered Protected Health Information, and material identifying an association with the Company. Confidential Business Information does not include (a) information similar to Confidential Business Information which is independently owned and developed by GA or (b) information relating to direct or indirect compensation payable, paid or provided to GA under the Agreement.
2. **"Confidential Information"** means Confidential Business Information and Protected Health Information.
3. **"Privacy and Security Rules"** shall mean the Standards for Privacy of Individually Identifiable Health Information and the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 160 and part 164, as they may be amended from time to time.
4. **"Protected Health Information"** shall have the same meaning as that assigned in the Privacy and Security Rules limited to the information created or received from or on behalf of Company.
5. **"Representative"** means all officers, directors, employees, agents, consultants, representatives, subcontractors, professional advisors and affiliates of GA.

B. *GA's Obligations Regarding Confidential Information*

1. **Non-Disclosure of Confidential Information.** GA agrees to retain all Confidential Information in strict confidence. GA will not use or disclose Confidential Information to others except to GA's Representatives for purposes related to GA's performance of its obligations under the Agreement, provided the Representative is first

informed of the confidential nature of such information and the obligations set forth herein, and agrees to be bound thereby and provided such disclosure is not otherwise prohibited under the Agreement. GA is responsible to Company for a breach of confidentiality by its Representatives.

2. **Safeguarding.** GA agrees to use appropriate safeguards commonly available, such as anti-virus, firewalls and encryption, to prevent use or disclosure of Confidential Information other than as provided for by the Agreement. This shall include, without limitation, compliance with all existing and enacted laws and regulations.
3. **Reporting Unauthorized Use or Disclosure.** GA agrees to report to Company any incidents involving use or disclosure of Confidential Information not provided for by the Agreement. Such report shall be made as soon as possible, but in no event later than three business days following the date that GA becomes aware of such unauthorized use or disclosure. All details of the incident shall be provided so that Company can assess the scope and impact and take additional action as necessary to safeguard the information. GA shall take action(s) requested by Company, if any, to mitigate such unauthorized use or disclosure.
4. **Information Regarding Confidential Information.** GA agrees to adequately inform its Representatives of the obligations set forth herein relating to Confidential Information.

5. **Offshore Outsourcing.** GA agrees that it will not allow any Confidential Information to leave the United States without prior written consent of the Company's Privacy Office. GA further agrees to ensure that any Representative to whom it provides customer information agrees to the same restriction.

C. *GA's Obligations Regarding Protected Health Information*

1. **Non-disclosure of Protected Health Information.** GA agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law without prior written authorization by Company's Privacy Office.
2. **Safeguarding.** GA agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement. Additionally, GA agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Company.
3. **Reporting Security Incidents and Unauthorized Use or Disclosure.** GA agrees to report to Company's Privacy Office any successful security incident of which it becomes aware and any use or disclosure of the Protected Health Information not provided for by the Agreement. Such report shall be made as soon as

possible, but in no event later than three business days following the date that GA becomes aware of such successful security incident or unauthorized use or disclosure. GA shall take action(s) requested by Company to mitigate any such unauthorized use or disclosure. GA will report any security incident that is attempted but not successful of which it becomes aware only upon receipt of a written request from Company.

4. **Representatives.** GA agrees to ensure that any Representative who creates or receives from or on behalf of GA any Protected Health Information agrees to the same restrictions and conditions set forth in the Agreement, including the implementation of reasonable and appropriate safeguards to protect electronic Protected Health Information.
5. **Access to Protected Health Information.** At the request of and in the time and manner designated by Company, GA agrees to provide access to Protected Health Information to Company, or as directed by Company, to an Individual in order to meet the requirements under 45 CFR 164.524.
6. **Amendment of Protected Health Information.** GA agrees to make any amendment(s) to Protected Health Information that Company directs or agrees to pursuant to 45 CFR 164.526 in the time and manner designated by Company.
7. **Accounting for Disclosures.** GA agrees to document and immediately notify Company's Privacy Office of its disclosure of any Protected Health Information

for purposes outside of Treatment, Payment or Health Care Operations, as each term is defined in the Privacy and Security Rules. With regard to each such disclosure, GA will provide Company's Privacy Office (a) the date of the disclosure, (b) the name of the entity or person who received the Protected Health Information, and, if known, the address of such entity or person, (c) a brief description of all Protected Health Information disclosed, and (d) a brief statement regarding the purpose and explanation of the basis of such disclosure and the name(s) of all Individuals whose Protected Health Information was disclosed in accordance with 45 CFR 164.528.

8. **Inspection of Internal Practices, Books and Records.** GA agrees to make its internal practices, books, and records, including policies, procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to Company, or at the request of Company to the Secretary or their designee, in a time and manner designated by Company or the Secretary for purposes of determining Company's compliance with the Privacy and Security Rules.

D. *Return or Destruction of Confidential Business Information and Protected Health Information* Upon termination of the Agreement, for any reason, GA will promptly return or destroy all Confidential Business Information. Upon written request of Company, the destruction or return of such information shall be confirmed in

writing. Upon termination of the Agreement, for any reason, GA shall return, if feasible, all Protected Health Information that GA maintains in any form and retain no copies of it. If the return of any Protected Health Information is not feasible, the protections of the Agreement shall be extended to the Protected Health Information and GA's use and disclosure of such Protected Health Information shall be limited to those purposes that make the return of the Protected Health Information not feasible, for so long as GA maintains the Protected Health Information.

- E. ***Disclosures Required by Law or a Governmental Authority*** If GA is required to disclose Confidential Information in response to legal process or a governmental authority, GA shall immediately notify Company's Privacy Office and, upon request, cooperate with Company in connection with obtaining a protective order. GA shall furnish only that portion of the Confidential Information which it is legally required to disclose and shall use commercially reasonable efforts to ensure that confidential treatment will be accorded such Confidential Information.
- F. ***Compliance with Laws*** GA shall comply with its obligations under the Agreement and under any applicable state

or federal law or regulations as may be in effect or as may hereafter be enacted, adopted or determined regarding the confidentiality, use and disclosure of Confidential Information.

- G. ***Amendment*** This Confidentiality and Privacy Amendment shall be amended to conform to any new or different legal requirements that result from any changes, revisions or replacements of the Privacy and Security Rules, on or before the effective date thereof. Company may change, revise or replace this Confidentiality and Privacy Amendment in its sole discretion upon notice to GA without the consent of GA. In the event of a conflict between the requirements of this Confidentiality and Privacy Amendment and those of the Privacy and Security Rules, the Privacy and Security Rules shall control.
- H. ***Survival*** The respective rights and obligations of GA under this Confidentiality and Privacy Amendment shall survive the termination of the Agreement.
- I. ***Termination for Violation of this Confidentiality and Privacy Amendment*** Company may terminate the Agreement, effective immediately upon notice to GA, if GA has violated the terms of this Confidentiality and Privacy Amendment.

Acknowledged by Company:

By Thomas Conde
Name Thomas Conde
Title Senior Vice President

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 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)

Master General Agency		
▶ <u>Mark E. Finken</u>		
Signature (Required)		
<u>Mark E. Finken/Western Marketing</u>		
Print Name		
<u>President</u>		
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
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 E. 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



**Gerber Life
Insurance Company**

Dear Producer,

This notice is to inform you of a new process concerning advanced commissions Gerber Life Insurance Company Medicare Supplement and Medicare Select business. On the last day of the pay cycle for each month, there will be a one percent summary of interest charge added to any unearned advanced commissions.

All previously signed Advance Commission on Issue Amendments are now terminated. The enclosed and newly revised Advance Commission on Issue Amendment must be signed and submitted or declined by you, the producer. The enclosed amendment must be signed and received by Mutual of Omaha before you will receive advancing on any submitted Gerber Life applications for Medicare Supplement and Medicare Select business. If the enclosed amendment is not signed and received, you will receive regular, modal commission for any submitted Gerber Life applications.

Please check the appropriate box below and return this document along with the signed amendment (if applicable) to your MGA using the established process.

Thomas Conde
Senior Vice President
Gerber Life Insurance Company

- I accept the Advance Commission on Issue Amendment and, in this response, have included the signed amendment as my consent to participate in this new process of advance commissions, which includes the summary of interest charge.
- I decline the Advance Commission on Issue Amendment and choose not to sign the amendment that would allow me to receive any advance commissions, which would include a summary of interest charge.

Producer Name: _____

Producer Number: _____