



EQUITRUST Contracting Checklist

Agent/ Agency: _____
Direct Upline: _____ Agent #: _____

Documents To Be Completed & Returned:

- Training Requirements Acknowledgement
- Debit Check Authorization Form [ET-DEBITCHECK]
- Annuity Agent Contract Transmittal Form [ET-3102]
- Agent Appointment Application [ET-3200]
- Agent/ Agency Contract [ET-3100]
- Entity Information Form Certification and Indemnification Agreement [ET-AGT-ENTITY-3503]
ALONG WITH the documentation requested on page two *(Required if setting up an agency)*
- Direct Deposit of Commission Earnings [ET-3101] w/ Voided Check (REQUIRED) *(Commissions can be paid into any bank account.)*
- VectorOne Debit-Check Agent/ Agency Authorization Form
- Proof of E&O *(Individual Appointments: E&O in agent's name, Agency Appointments: E&O in agency's name)*
- Individual State License(s)
- Corporate State License(s) (If Applicable)
- Agent License Agreement [ET-3100LO] (If Applicable)
This form is to be completed if...
 - *Setting up an agency (in this case the officer must sign as BOTH "agent" and "individual/agency principal").*
 - *Assigning commissions to an upline or agency (in this case the soliciting agent signs as the "agent", and the person/officer of the agency receiving the commissions signs as the "individual/agency principal").*

SEND TO:

Mail: Attention: Licensing
American Brokerage Services
803 East Willow Grove Avenue
Wyndmoor, PA 19038
Email: livesubmission@absgo.com



Contracting Cover Sheet

Date: _____

Carrier: _____

Agent's Name: _____

Agency's Name (if applicable): _____

New Business Being Submitted with Contracting?

(Yes) (No)

Client Name: _____

Client DOB: _____

Date/State Signed: _____

Product Name: _____

Are you affiliated with a Broker Dealer or RIA?

(Yes) (No)

*If yes, complete the fields listed below.

CRD #: _____

Broker Dealer: _____

RIA: _____

SEND TO:

Email:

lifesubmission@absgo.com

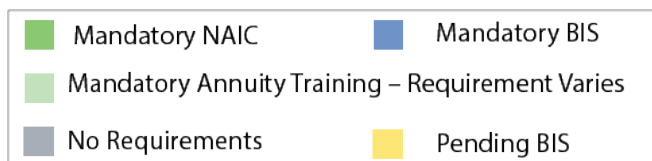
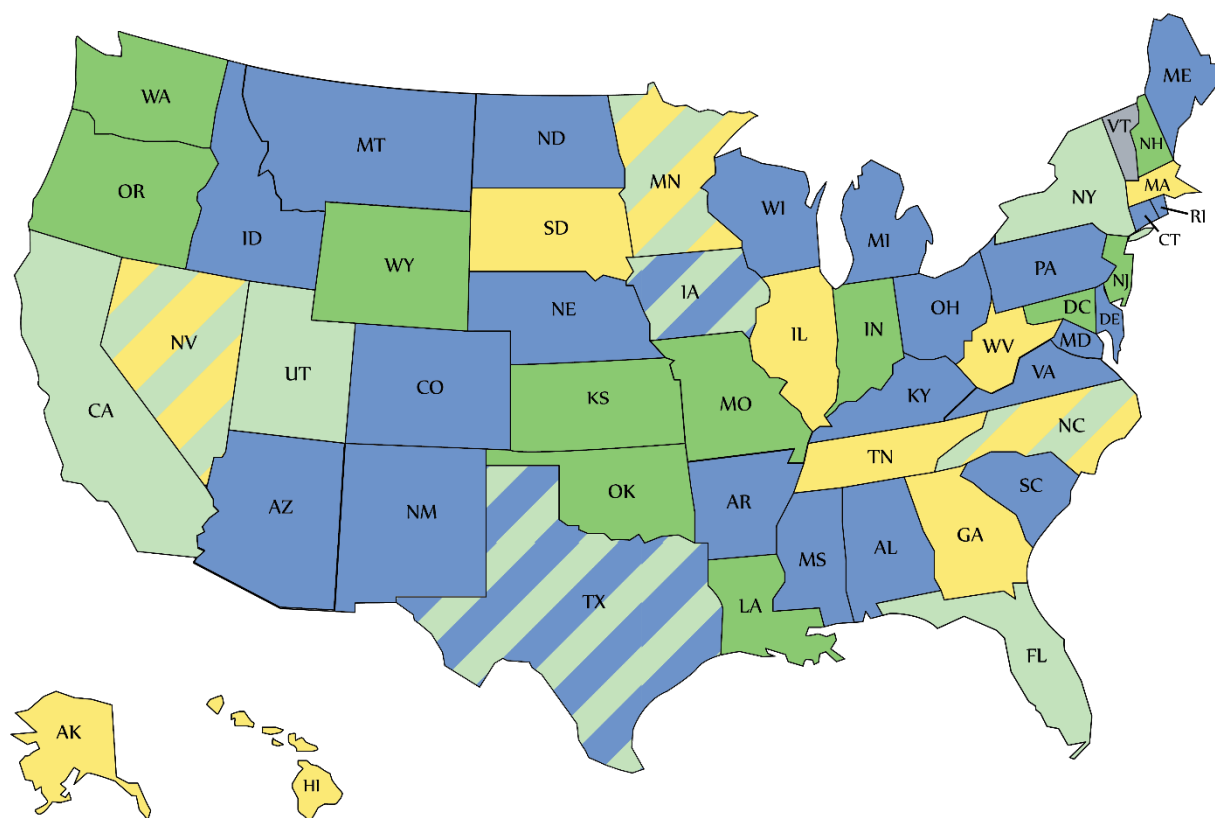
Mail:

American Brokerage Services, 803 East Willow Grove Avenue, Wyndmoor, PA 19038

NAIC ANNUITY SUITABILITY AND BEST INTEREST STANDARD STATE TRAINING REQUIREMENTS

The following states have adopted some version of the NAIC Suitability in Annuity Transactions Model Regulation, 4-Hour Annuity Training and/or the revised regulation, Best Interest Standard (BIS). For states that have implemented the Best Interest Standard, all licensed producers are required to take either a 1-hour supplementary training or a new 4-hour training that includes the Best Interest Standard.

Training must be taken through a state-approved vendor prior to soliciting business. Please provide a copy of your training certificate to ABS (lifesubmission@absgo.com). For further information, refer to the tables on the following page or contact your state's Department of Insurance.



Mandatory Annuity Training - Requirement Varies:

Interpretation of the state ruling can vary by insurer

CALIFORNIA	Resident and non-resident agents soliciting annuities in CA must complete an initial 8-hour CA state specific course along with 4-hour refresher course every two years prior to license renewal. CA does not allow reciprocity for the annuity training between states.
FLORIDA	Resident and non-resident agents are not required to take any version of the 4-Hour NAIC Annuity Training to sell annuities in FL. The 5-hour "Law and Ethics Update" course covers the senior suitability requirement. FL resident agents soliciting cross border sales will be required to take a one-time 4-hour annuity training course in states that have implemented the NAIC guidelines.
IOWA	In addition to the 4-Hour NAIC Annuity and BIS courses, agents selling indexed annuities in IA must take a one-time 4-hour course specific to indexed annuity products.
MINNESOTA	The state of MN is requiring an additional course topic that is not covered in NAIC Model Reg #275. Resident and non-resident producers must take a 1 or 4-hour course that specifically includes "the recognition of indicators that a prospective insured may lack the short-term memory or judgment to knowingly purchase an insurance product". The MN course is titled "Best Interest Standards of Conduct for Annuity Sales". Reciprocity amongst other states will be allowed, provided the course includes additional course topic.
NEVADA	BIS requirement pending legislation. No specific hourly requirements have been implemented for NAIC.
NEW YORK	Effective 8/1/19 for Annuities and 2/1/20 for Life, NY has amended Regulation 187 (Suitability and Best Interests) to include agent training. NY has not instituted an hourly CE requirement; however, resident and non-resident agents are required by the insurer to take an undefined hourly vendor training specific to "Suitability & Best Practices in Life Insurance & Annuity Transactions" prior to soliciting new business or servicing in-force policies originally issued in NY. Training taken for the state of NY is specific to the state of NY, reciprocity is not allowed.
N. CAROLINA	BIS requirement pending legislation. No specific hourly requirements have been implemented for NAIC.
TEXAS	Resident and non-resident agents must complete a one-time 4-hour annuity CE course. In addition, resident agents must take 8 hours of ongoing CE specifically relating to annuities each license period. Licensees that are exempt from CE are not exempt from the initial 4-hour annuity training or Best Interest Standard. Exemptions apply to the ongoing 8 hours of CE required each license period. TX will accept most annuity courses taken in other states.
UTAH	No specific hourly requirements have been implemented. Solicitation of annuity products in the state of UT will not be allowed until the agent has taken a product specific training provided by the insurer.

Mandatory - Best Interest Standard:

EXISTING PRODUCERS have the option to complete either a new 4-hour training that includes BIS or a 1-hour supplementary training specific to BIS. Most states allow EXISTING PRODUCERS a 6-month grace period for completion - *grace period allowance can vary by insurer*. The 1-hour course will no longer be available after the EXISTING PRODUCER release date. NEW PRODUCERS must complete a full 4-hour training that includes BIS.

STATE	NEW PRODUCERS	EXISTING PRODUCERS	STATE	NEW PRODUCERS	EXISTING PRODUCERS
ALABAMA	1/1/2022	6/30/2022	MISSISSIPPI	1/1/2022	6/30/2022
ARIZONA	1/1/2021	6/30/2021	MONTANA	10/1/2021	4/1/2022
ARKANSAS	1/1/2022	1/1/2022	NEBRASKA	7/1/2021	12/31/2021
COLORADO	11/1/2022	5/1/2023	NEW MEXICO	10/1/2022	4/1/2023
CONNECTICUT	3/1/2022	9/1/2022	NORTH DAKOTA	1/1/2022	6/30/2022
DELAWARE	8/1/2021	2/1/2022	OHIO	2/14/2021	8/14/2021
IDAHO	7/1/2021	2/1/2022	PENNSYLVANIA	6/22/2022	12/22/2022
IOWA	1/1/2021	7/1/2021	RHODE ISLAND	4/1/2021	10/1/2021
KENTUCKY	1/1/2022	6/30/2022	SOUTH CAROLINA	11/27/2022	5/27/23
MARYLAND	10/8/2022	4/8/2023	TEXAS	1/1/2022	1/1/2022
MAINE	1/1/2022	7/1/2022	VIRGINIA	9/1/2021	3/1/2022
MICHIGAN	6/29/2021	12/29/2021	WISCONSIN	10/1/2022	4/1/2023

Pending – Best Interest Standard:

STATE	NEW PRODUCERS	EXISTING PRODUCERS
ALASKA	TBD – Pending Legislation	TBD – Pending Legislation
GEORGIA	TBD – Pending Legislation	TBD – Pending Legislation
HAWAII	1/1/2023	7/1/2023
ILLINOIS	TBD – Pending Legislation	TBD – Pending Legislation
MASSACHUSETTS	TBD – Pending Legislation	TBD – Pending Legislation
MINNESOTA	1/1/2023	6/30/2023
NEVADA	TBD – Pending Legislation	TBD – Pending Legislation
NORTH CAROLINA	TBD – Pending Legislation	TBD – Pending Legislation
SOUTH DAKOTA	1/1/2023	7/1/2023
TENNESSEE	TBD – Pending Legislation	TBD – Pending Legislation
WEST VIRGINIA	TBD – Pending Legislation	TBD – Pending Legislation



805 E. Willow Grove Avenue-Suite 2B
Wyndmoor, PA 19038
WWW.ABSGO.COM
Phone: 215.233.9410
Fax: 215.233.9416

States Requiring Income Tax Withholding for Non-Resident Commissions

- California – 7 percent applies to Individuals and Corporations
- Nebraska – 6 percent applies to Individuals and Entities where at least 80% of shareholders are performing the services
- Pennsylvania – 3.07 percent applies to individuals only

Three states currently require withholding of income taxes on non-resident commissions paid for sales in those states. This pertains to Life business.

Withheld state taxes for the current tax year will be reflected at year-end on the agent's IRS Form 1099.

The tax applies to producers who are not residents of those states but receive commissions for sales within the state. We recommend that you consult with your tax advisor if you have any questions. Non-resident agents are responsible for reporting all commissions for business in these states in accordance with respective state laws.

Please refer to the individual state revenue department websites for further advice.

California Franchise Tax Board
<https://www.ftb.ca.gov/>

Nebraska Department of Revenue
<https://revenue.nebraska.gov/>

Pennsylvania Department of Revenue
<https://www.revenue.pa.gov/>



Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) _____ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) _____ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) _____ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) _____ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) _____ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Agent/Agency Printed Name: _____

Signature: _____

Date: _____

FOR COMPANY USE ONLY

AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: _____

Signature: _____

Name and Title: _____



Training Requirements Acknowledgement

ABS is dedicated in aiding our agents in the ability to provide their clients with the best possible service. In order to provide the best quality services in the simplest and timeliest manner, we request that our agents complete all necessary training listed below. Failure to complete these requirements may result in CARRIER rejection of business or require resubmission of newly dated client applications.

Agents are responsible for any/all necessary:

❖ **CARRIER specific training.**

❖ **STATE product training.**

Each state handles these requirements differently. If your state (or the state you are writing business in) requires product training, NO new business applications can be dated/submitted prior to completing the necessary training.

❖ **ANNUITY CE (Continuing Education) CREDIT requirements.**

❖ **AML (Anti-Money Laundering) TRAINING requirements.**

If you are unsure of any necessary training/requirements, call your ABS Sales Representative immediately.

I, _____, verify that I understand the above requirements. I also verify that I am aware that incompleteness of any of the above may result in interruption/rejection (by the CARRIER) in any business I may submit. I acknowledge that I may also be required to personally provide proof of above said training/requirements, should the CARRIER request.

Signature

Date

**AGENT CONTRACT
TRANSMITTAL FORM**

EquiTrust Life Insurance Company®

7100 Westown Parkway, Suite 200
West Des Moines, Iowa 50266-2521
(866) 598-3692 Fax: (515) 226-5102

www.EquiTrust.com
Mailing Address: PO Box 14500
Des Moines, Iowa 50306-3500

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, or
- Agents requesting a transfer to a new Marketing Organization

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

NEW AGENT/PRODUCER **TRANSFER OR CHANGE IN CONTRACT LEVEL**

Full Name of Agent being contracted	
Business Name (if different than Producer's Name)	
Agent Contract Level (e.g. MGA, GA, A10)	
Agency Contract Level (e.g. MGA, GA, A10)	
Reports to	Agent Number

Agent's Signature (Required)	Date (Required)
---------------------------------------	--------------------------

Marketing Organization Name (Please Print)	
Authorized Signature (Required)	Date (Required)



Mail to:
EquiTrust
Attn: Agent Administration
PO Box 14500
Des Moines, IA 50306-3500

Can also be sent via fax or email to:
515-226-5102 or Agent.Administration@EquiTrust.com

FOR INTERNAL HOME OFFICE USE ONLY

DEBIT CHECK AUTHORIZATION FORM

EquiTrust™

7100 Westown Parkway, Suite 200
West Des Moines, Iowa 50266-2521
(866) 598-3692 Fax: (515) 226-5102
Agents.EquiTrust.com
Mailing Address: PO Box 14500
Des Moines, Iowa 50306-3500

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Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

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BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) _____ Authorize EquiTrust to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in EquiTrust's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with EquiTrust, utilizing Debit-Check.

(B) _____ Authorize EquiTrust to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) _____ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to EquiTrust.

CONTINUES ON NEXT PAGE

(D) _____ Authorize EquiTrust to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with EquiTrust, whether voluntary or involuntary, to the extent a commission related debit balance is owed to EquiTrust.

(E) _____ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Agent Printed Name: _____

Agency Name (if applicable): _____

Signature: _____ **Date:** _____

FOR COMPANY USE ONLY

AGREED AND ACKNOWLEDGED BY EQUITRUST:

Name of Company: EquiTrust Insurance Marketing Services

Signature: 

Name and Title: Susan Andersen, Senior Manager, Marketing Administrative Services

Name of Company: EquiTrust Life Insurance Company

Signature: 

Name and Title: Andrew Swanson, Assistant Vice President, Policy Administration

AGENT APPOINTMENT APPLICATION

EquiTrust Life Insurance Company®

7100 Westown Parkway, Suite 200
 West Des Moines, Iowa 50266-2521
 (866) 598-3692 Fax: (515) 226-5102

www.EquiTrust.com

Mailing Address: PO Box 14500
 Des Moines, Iowa 50306-3500

If applying for both principal agent and agency, and the answers for the respective appointments differ, please use separate applications.

Name (as it appears on your license)	Date of Birth	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	
Business Name	Email		
Business Address	City	State	Zip
Business Phone	Fax		
Social Security Number	Taxpayer Identification Number		
CRD Number (if securities licensed)	Broker/Dealer Name		
Do you currently have a debit balance with any insurance company? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If "Yes" give the company name and balance _____ Balance: \$			
a. Have you ever had your insurance license suspended or revoked?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
b. Have you ever had a complaint filed against you with an insurance department?	<input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Have you ever been convicted of a felony?	<input type="checkbox"/> Yes <input type="checkbox"/> 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 federal law?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Have you ever been party to any litigation?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
g. Are there any unsatisfied judgements outstanding against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If you answer yes to any of the questions above, please attach the applicable items listed below. Failure to do so will result in your request for appointment being declined.			
a) A written statement explaining the circumstances of each incident			
b) A certified copy of the charging document			
c) A certified copy of the official document which demonstrates the resolution of the charges or any final judgement.			

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 Contact 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 rejecting the appointment application or 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.
3. I acknowledge that I have reviewed both the Business Guidelines and Annuity Suitability Agent User Guide (ET-3107), and understand that as an appointed agent of EquiTrust, it is my responsibility to abide by EquiTrust's policies and procedures defined in both documents, including all applicable statutes and regulations. I agree to review the Business Guidelines and Annuity Suitability Agent User Guide at least once per year. I understand it is my responsibility to seek clarification from EquiTrust's Compliance Department if I have any questions about either document.

Applicant Signature

Date

**AUTHORIZATION FOR DISCLOSURE OF PERSONAL INFORMATION AND
CONSENT TO INVESTIGATIVE CONSUMER 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 the Company 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 to 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 one or more investigative consumer 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 to the Company 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.

I certify that I have received from the Company all disclosures required by the Fair Credit Reporting Act.

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 the Company to obtain such reports as the Company deem necessary on an ongoing basis without any additional notice or consent during the term of such association.

DEBIT CHECK AGENT/AGENCY AUTHORIZATION

Vector One Operations, LLC dba Vector One manages the secured web portal interactive computer service provided by Debit-Check.com, LLC. This Debit-Check Agent/Agency Authorization is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. EquiTrust Life Insurance Company is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, EquiTrust may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in EquiTrust's sole discretion following the engagement of any employment, appointment, contract, tenure or other relationship with EquiTrust.

EquiTrust is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that EquiTrust may consider the results of the commission related debit balance screening to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance principal and may continue to conduct periodic commission related debit balance screenings as determined in EquiTrust's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with EquiTrust. I understand and acknowledge that EquiTrust may obtain commission related debit balance information through Debit-Check as state law allows. I understand that My Information, including the information provided above ("My Information"), may be used for the purpose of obtaining and conducting a commission related debit balance screening. I authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to EquiTrust. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with EquiTrust, whether voluntary or involuntary, if a commission related debit balance is owed to EquiTrust. EquiTrust may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed. I authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing my information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

FAIR CREDIT REPORTING ACT NOTICE

I acknowledge that EquiTrust Life Insurance Company ("EquiTrust") may now, or at any time while a business relationship exists, request consumer reports and/or investigative consumer reports through Business Information Group Inc. ("BIG") that may include information as to my character, general reputation, personal characteristics, or mode of living, work habits, performance or experience, along with reasons for termination of past employment/professional licenses or credentials; financial/credit history; or criminal or civil record history for the purpose of obtaining information which may be material to my qualifications for appointment.

If an adverse action is taken based in whole or in part on information contained in the report, EquiTrust will notify you of the adverse action and provide contact information with respect to the consumer reporting agency as required by the Fair Credit Reporting Act.

With respect to a consumer report, you have the right to request, in writing, within a reasonable time, that BIG make a complete and accurate disclosure of the nature and scope of the information requested. Communications with BIG should be directed to Business Information Group, Inc., P.O. Box 541, Southampton, PA 18966, Telephone (800) 260-1680, www.bigreport.com.

By signing below, I hereby authorize all entities having information about me as described above to release such information to BIG. I acknowledge that this is a continuing authorization during the term of my business relationship.

FOR CALIFORNIA, MINNESOTA, AND OKLAHOMA APPLICANTS ONLY

You have the right to request a copy of any consumer report we may order. If you wish to receive a copy, you will indicate your desire to do so by emailing a request to Agent.Administration@EquiTrust.com.

California Applicants: If you indicate that you would like to receive a copy of the consumer report, the report will be provided to you within three (3) business days after we receive the requested reports. Under section 1786.22 of the California Civil Code, the investigative consumer reporting agency shall supply the requested information during normal business hours and on reasonable notice. You may also obtain a copy of this information by: (1) appearing in person, furnishing proper identification, and paying the costs of duplication services; (2) a written request sent certified mail, with proper identification; or (3) telephone, upon a written request and with proper identification. The agency is required to have personnel available to explain the information furnished to you and the agency must provide a written explanation to you of any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification.

“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.

By signing below, I acknowledge that I have read the above.

Date: _____ Applicant Signature: _____

Print Full Name: _____



For Massachusetts appointments only. If not requesting appointment in Massachusetts, please disregard this page.

Dear Massachusetts Producer

All persons that own, license, store or maintain personal information about a resident of Massachusetts are required to meet certain standards for protecting paper and electronic records.

Personal information may include a resident's name in combination with Social Security, drivers license, state-issued identification card, financial account number or credit card numbers.

Please review Massachusetts 201 CMR 17.00 Compliance Checklist and the corresponding comprehensive security program components, both available on the EquiTrust agent website, for specific requirements regarding your responsibility for maintaining these records. Go to EquiTrust.com>Fixed Annuities>Buzz item titled "New Massachusetts Regulation." Also, please sign the acknowledgment below and fax to EquiTrust so that we may continue your appointment.

Thank you for your attention to this important matter.

Sincerely,

Emily Kresowik
Compliance
Phone: 877-249-3694

=====

Please sign & fax a copy of this to EquiTrust Life Insurance Company at (515)226-5102

I hereby certify by signing below that I have reviewed Massachusetts 201 CMR 17.00 Compliance Checklist and the corresponding comprehensive security program components. I further certify that I am in compliance with the requirements of MA 201 CMR 17.00. I understand that it is my responsibility to ensure that I continue to meet the requirements of MA 201 CMR 17.00 and agree to take necessary steps to ensure such continued compliance. If acting in a management capacity, this certification extends to my organization.

By: _____

Name (print): _____

Title: _____

Date: _____

Agent/Agency	<input type="text"/>
Address	<input type="text"/>
Email Address	<input type="text"/>

This Agreement (“Agreement”) is entered between EquiTrust Life Insurance Company (“Insurer”) and the person or business entity identified above (“Agent”).

1. APPOINTMENT AND AUTHORIZATION

- a. Appointment by Insurer.** Subject to the terms and conditions set forth in this Agreement, Insurer hereby appoints Agent, and Agent hereby accepts the appointment as an independent agent of Insurer, to (i) use its best efforts to procure applications for Insurer’s insurance and annuity products, and (ii) accurately and professionally represent Insurer and its products to all customers and prospective customers of Insurer, including all applicants, owners, insureds and proposed owners and insureds. Agent has authority to recruit and recommend to Insurer individuals to be appointed as agents of Insurer (“Sub-Agents”). No recommendation or application for appointment or contract will be effective until approved by Insurer. Agent understands and acknowledges that, in connection with its services under this Agreement, it will be subject to oversight, supervision and training by Insurer and may be audited from time to time by Insurer. Agent further understands and acknowledges that Agent will be entitled to receive commission payments from Insurer pursuant to applications procured by Agent, and commission schedules developed, maintained and provided to Agent from time to time by Insurer (“Commission Schedules”), as further described in Section 15 of this Agreement.
- b. Scope of Relationship.** Nothing contained in this Agreement shall be construed to create the relationship of employer-employee, partners, joint venturers, or (except as expressly provided herein) principal and agent between Agent, Sub-Agent or their employees on the one hand, and Insurer on the other hand. Agent’s relationship to Insurer is as an independent contractor. Agent shall be free to exercise independent judgment as to the time and manner Agent may perform the acts Agent is authorized to perform under this Agreement.
- c. Limitations on Authority.** Agent has no authority other than as specified in this Agreement. Specifically, and without limitation:

 - i.** Agent has no authority to bind Insurer with respect to any contract or obligation, including any insurance or annuity contract or otherwise. Insurer makes no representation that any application submitted by Agent will result in the issuance of an insurance or annuity product by Insurer. Insurer may reject, in its sole discretion, any application.
 - ii.** Agent must not interpret or render opinions in any way, including, without limitation, offering tax or legal advice on any of Insurer’s insurance or annuity products, or Insurer’s practices or procedures, under any circumstances.
 - iii.** Insurer has the sole authority to prescribe the insurance and annuity products and premium rates for which applications may be solicited.
 - iv.** Agent has no authority to waive, alter, or change any provision or condition of Insurer’s insurance and annuity products, certificates, agent or agency contracts, literature or receipts, or to modify or extend the amount of time for any premium payment due to Insurer.
 - v.** Agent has no authority to incur any debt or liability for or against Insurer.
 - vi.** Agent has no authority to enter into any legal proceeding in connection with any matter pertaining to Insurer’s business; and

- vii. Agent has no authority to perform any act on behalf of Insurer other than as expressly provided herein, except as specified in writing by the Chief Executive Officer or President of Insurer.

2. GENERAL PROVISIONS

- a. Agent shall at all times comply with:
 - i. Insurer's Business Guidelines, as may be amended from time to time at Insurer's discretion and without prior notice (the "Business Guidelines"). The version of the Business Guidelines in effect as of the Effective Date (as that term is defined herein below), which is accessible by Agent via Insurer's Agent Gateway (<https://agents.equitrust.com/compliance-and-suitability/?business-guidelines-tab>) (the "Agent Gateway"), is hereby incorporated by reference and referred to as Exhibit A of this Agreement. Any amendments to the Business Guidelines are incorporated into this Agreement. To the extent that the terms or conditions set forth in this Agreement conflict with the Business Guidelines, this Agreement shall control;
 - ii. All applicable state and federal laws; and
 - iii. All other written rules and regulations that Insurer may provide.
- b. Agent shall obtain and maintain all licenses and regulatory approvals and complete all training and continuing education required to perform its obligations under this Agreement.
- c. Agent shall be responsible for the supervision of all Sub-Agents associated with Agent, and for the compliance of such Sub-Agents with this Agreement (including all Exhibits) and other written rules and regulations that Insurer may provide. Agent shall provide, or use its best efforts to provide or make available to Sub-Agents, training for such Sub-Agents based on materials that may be provided by Insurer. Agent shall ensure that each Sub-Agent is properly licensed to act on behalf of Insurer.
- d. All monies received by Agent or collected on behalf of Insurer shall be made payable to Insurer. Agent is not authorized to endorse or cash checks, drafts, money orders, or financial instruments made payable to Insurer, or which are otherwise intended by the applicant or contract holder to be paid to Insurer. Notwithstanding the foregoing, if premium funds come into the possession of Agent, they will constitute trust funds, must be held by Agent in a fiduciary capacity, must not be commingled by Agent with its own assets and must not be subject to any use by Agent. Agent shall promptly notify Insurer if such funds have come into Agent's possession and Agent shall promptly transfer such funds to Insurer.
- e. Agent will not be entitled to compensation with respect to any insurance or annuity product which is rescinded or canceled by Insurer for any reason. Should Insurer, at its sole discretion, deem it appropriate at any time to cancel or rescind an insurance or annuity product on which Agent or any Sub-Agent was paid commission, then such commission shall be immediately refunded to Insurer.
- f. Agent shall ensure that Insurer has current contact information for Agent, including but not limited to, email and mailing addresses.
- g. If any premiums are impounded or held in abeyance as a result of any court order or rule of any state insurance regulator or other lawful authority, then Insurer will hold in abeyance any commissions or other compensation payable to Agent in the same manner and to the same extent as the premiums upon which such commissions or compensation are to be paid.
- h. In the event of breach of this Agreement by Agent, any Sub-Agent(s), or their employees, Insurer will be entitled, in addition to any claim for damages:
 - i. To obtain specific enforcement by way of injunctions (including temporary restraining orders, preliminary injunctions, and/or permanent injunctions without first posting a bond); and
 - ii. To terminate Agent's entitlement to any due but unpaid or future compensation.
- i. Agent agrees to give full and complete cooperation in responding to any customer or regulatory complaint or inquiry and shall promptly respond in writing directly to Insurer upon its request.
- j. Agent shall maintain books, records and accounts which clearly and accurately disclose the nature and details of all transactions arising out of this Agreement. Agent's books and records must include all books and records developed or maintained under or related to this Agreement. Agent shall preserve and hold all such books and records, and other related documents or correspondence of Agent, in accordance with the terms and conditions of this Agreement, prudent record keeping practices, applicable federal and state privacy and security standards and the Business Guidelines. Agent shall cooperate with and assist Insurer in making any examination or inquiry with respect to all transactions arising out of this Agreement. Insurer has the right to obtain copies or inspect all such books and records, documents or correspondence maintained by Agent, the copying expenses for which are at Agent's cost.
- k. Following termination of this Agreement in accordance with Section 11 (and at any other time upon demand of Insurer), Agent shall return to Insurer all Insurer property in its custody.

- I. Agent shall pay all expenses of Agent, of whatever character, concerning Agent's performance hereunder without recourse to Insurer.

3. DELIVERY

- a. An insurance or annuity product may be delivered only if:
 - i. The proposed insured or contract owner at the time of delivery is, to the best of Agent's knowledge and belief, in as good a condition of health and insurability as stated in the application for such insurance or annuity product;
 - ii. The first premium has been fully paid; and
 - iii. Twenty (20) days have not elapsed from the date said insurance or annuity product was issued by Insurer.
- b. Any insurance or annuity product not delivered shall be immediately returned to Insurer upon expiration of the twenty (20) day period.

4. AGENT COVENANTS

- a. Agent shall endeavor to promote the business and interest of Insurer as contemplated by this Agreement and shall so conduct itself as not to adversely affect the business, good standing or reputation of Insurer or Insurer's affiliates.
- b. During the term of this Agreement and for a period of two (2) years following the termination of this Agreement, in accordance with Section 11, whether such termination is by Agent or Insurer:
 - i. Agent, Sub-Agent, or their employees will not (A) solicit, recruit, hire, employ, engage or attempt to hire, employ or engage any person who is an employee of Insurer or any of Insurer's affiliates, (B) assist any person or entity in the recruitment, hiring or engagement of any person who is an employee of Insurer, or any of Insurer's affiliates, or (C) urge, induce, or seek to induce any person to terminate his/her employment or other relationship with Insurer or any of Insurer's affiliates. This subsection (i) will not apply if Agent, Sub-Agent or their employee is first contacted by an employee, independent contractor or independent agent of Insurer or any of Insurer's affiliates without any prior solicitation or recruitment from Agent of any employee of Agent. Further, this subsection does not prohibit:
 1. Soliciting employees through general job advertisements or similar notices that are not targeted specifically at the employees of Insurer or any of Insurer's affiliates;
 2. Engaging any recruiting firm or similar organization to identify or solicit persons for employment on Agent's or Sub-Agent's behalf, or soliciting any employee who is identified by any such recruiting firm or organization, as long as such recruiting firm or organization is not instructed to target any employees of Insurer or any of Insurer's affiliates; or
 3. Soliciting or hiring employees whose employment has been terminated by Insurer or any of Insurer's affiliates.
 - ii. Neither Agent, Sub-Agent, nor their employees may make disparaging or false statements regarding Insurer or Insurer's affiliates to any individual or entity. The foregoing will not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including without limitation, depositions in connection with such proceedings).
- c. **Reimbursement & Indemnification.** Agent shall reimburse Insurer and/or indemnify Insurer for any loss including attorneys' fees resulting from actions by Agent, Sub-Agent, and their employees and for all costs, expenses and attorneys' fees that Insurer may incur in recovering from Agent any property or indebtedness belonging to or due Insurer, including, but not limited to, enforcing this Agreement. Agent agrees to indemnify and hold Insurer harmless for any claim, loss, expense, cost or liability which it may incur resulting from the breach of this Agreement or violation of any law or regulation or failure to comply with any court order by it, its Sub-Agents, their employees or anyone under Agent's supervision. Should any claims or lawsuits be made by any third party against Agent or Insurer as a result of alleged wrongdoing by Agent, Sub-Agent, or their employees, then Agent shall hold Insurer harmless from and indemnify Insurer for any claim, loss, expense, cost or liability which Insurer may incur defending the action and for any settlement of or judgment resulting from such action. Insurer may, at its discretion, defend or settle any such claim.

5. CONFIDENTIALITY, PRIVACY, AND SECURITY

- a. **Confidential Information.** Agent acknowledges that in the course of its duties it may receive and utilize confidential, proprietary and trade secret information regarding Insurer, Insurer's affiliates and any related

business operations ("Confidential Information"). Agent acknowledges that the Confidential Information gives Insurer a competitive advantage in the marketplace by not being generally known by the public and insurance industry and includes but is not limited to policy and contract holder identities and lists, agent identities and lists, pricing and cost information, Commission Schedules, override schedules and any documents or computer stored information containing such information.

- b. Customer Information.** Agent acknowledges that in the course of its duties it will be provided with, receive or otherwise obtain certain financial or other personal information concerning policy or contract holders of, or applicants for, insurance and annuity products in connection with its performance under this Agreement ("Customer Information"). Customer Information shall include, but not be limited to, names, addresses, email addresses, telephone numbers, ages, gender, dates of birth, Social Security number, driver's license number, account numbers, passwords or security codes, financial or health information, or other directly or indirectly identifying personal information.
 - c. Use of Information.**
 - i.** Agent shall use Confidential Information and Customer Information solely to perform services as set forth in this Agreement.
 - ii.** Agent shall not sell or otherwise use Customer Information to obtain any financial benefit or award, including for the purpose of inducing a policy or contract holder to discontinue any insurance or annuity product with Insurer or to otherwise replace said policy or contract with a product from another company.
 - iii.** Agent shall immediately report to Insurer any use or disclosure of Confidential Information or Customer Information not permitted by this Agreement.
 - d. Confidentiality.** Agent shall keep Confidential Information and Customer Information confidential and shall comply with Insurer's requirements regarding the protection, disclosure and deletion of Confidential Information and Customer Information, including all requirements set forth in the Business Guidelines.
 - e. Privacy.**
 - i.** Agent will comply with all applicable state and federal laws and regulations and Insurer's Business Guidelines as relates to the privacy of Customer Information.
 - ii.** Agent will comply with the Business Associate Addendum, as may be amended from time to time at Insurer's discretion and without prior notice (the "BAA"). The version of the BAA in effect as of the Effective Date, which is accessible by Agent via the Agent Gateway, is hereby incorporated and referred to as Exhibit B of this Agreement. Any amendments to the BAA are deemed to be incorporated into this Agreement. To the extent that the terms or conditions set forth in this Agreement conflict with the BAA, the BAA shall control.
 - f. Security.**
 - i.** Agent will comply with all applicable state and federal laws and regulations and Insurer's Business Guidelines as relates to maintenance, security, protection, disclosure and deletion of the Confidential Information and Customer Information.
 - ii.** At Insurer's discretion, Agent may be required to comply with a Data Security Agreement, as may be amended from time to time at Insurer's discretion and without prior notice (the "DSA"). If applicable, the current version of the DSA in effect as of the Effective Date, which is accessible by Agent via the Agent Gateway, is hereby incorporated by reference and referred to as Exhibit C of this Agreement. Any amendments to the DSA are deemed to be incorporated into this Agreement. To the extent that the terms or conditions set forth in this Agreement conflict with the DSA, the DSA shall control.
 - g. Sub-Agents.** Agent remains at all times responsible for any Sub-Agent's use of Confidential Information or Customer Information.
- 6. LIABILITY.** Agent shall be liable to Insurer for all monies due and payable to Insurer, including monies for which (i) its Sub-Agents are liable, and (ii) that relate to the production of such Sub-Agents for which Agent is entitled to receive and/or has received commission from Insurer. Agent shall be liable for all such amounts and such liability shall be joint and several with that of Sub-Agent in the case of any amounts due from Sub-Agent. Insurer reserves the right to charge interest on any amounts due hereunder up to one and a half percent (1.5%) per month or the maximum amount permitted by law, whichever is lower.
- 7. INDEBTEDNESS.** Insurer, as additional security and to secure the repayment of any indebtedness due Insurer under this Agreement or any other Agreement between Agent and Insurer (directly or as an assignee), shall have a first and prior lien against any compensation due Agent under this Agreement and against any other sums due or to become due to Agent from Insurer (directly or as an assignee) for any reason. Agent further hereby assigns and grants to Insurer an interest in all compensation due or to become due and all other sums which Agent may

have on deposit with Insurer from time to time. Insurer may, at any time, offset any such indebtedness against compensation due to Agent or other monies which Agent may have on deposit with Insurer under this Agreement or any other Agreement between Agent and Insurer (directly or as an assignee). If Insurer does elect to offset, the offset shall not constitute an election by Insurer to forego any other remedies to collect the indebtedness. Agent agrees to pay all costs of collection, including attorney fees, incurred by Insurer or its successors or assigns in collecting any indebtedness from Agent.

8. ADVANCES. Agent acknowledges that any amounts advanced by Insurer to Agent constitute indebtedness for which Agent is solely responsible. Insurer is not limited to offsetting any commissions or other compensation due Agent to satisfy such amounts owed to Insurer and may utilize any legally available means to enforce repayment of any amounts advanced to Agent or otherwise due Insurer from Agent.

9. ASSIGNMENT AND ASSIGNEES.

- a. Agent may assign this Agreement and any commission or compensation payable by Insurer hereunder only in accordance with the following:
 - i. Agent must provide prior notice to Insurer of the proposed assignment;
 - ii. Agent must cause the proposed assignee or assignees to complete Insurer's agent appointment application process or otherwise provide Insurer information regarding the proposed assignee or assignees sufficient for Insurer to assess whether the proposed assignee or assignees meet Insurer's requirements for appointment;
 - iii. Insurer, in its discretion and at its option, shall determine if the proposed assignee or assignees meet Insurer's requirements for appointment;
 - iv. Agent may assign this Agreement only upon receipt of the prior written consent of Insurer, which shall not be unreasonably withheld if the proposed assignee satisfies Insurer's requirements for appointment; and
 - v. Every assignment must state that it is subject and subordinate to any indebtedness or other obligation of Agent that may be due or become due to Insurer, and that the assignee and its principals assume all of Agent's obligations to Insurer under this Agreement. Unless otherwise stated and expressly agreed to by Insurer, an assignment does not relieve Agent of any indebtedness or obligation to Insurer.
- b. Insurer retains the right to assign this Agreement and shall give notice to Agent within thirty (30) days after any such assignment.

10. AUDIT. Insurer may audit Agent's books and records related to the solicitation and procurement of applications for insurance or annuity products written by Insurer and other obligations of the Agent under this Agreement upon ten (10) business days' prior notice to Agent. Agent is responsible for its costs in relation to any such audit.

11. TERM AND TERMINATION. The term of this Agreement will commence on the Effective Date and will continue until terminated pursuant to the terms of this Agreement. This Agreement may be terminated:

- a. Without any cause whatsoever by any party upon fifteen (15) days' prior written notice to the other party.
- b. Immediately at the option of Insurer:
 - i. if Agent, or one of the partners, equity owners, or principal officers of Agent, becomes bankrupt or insolvent, or if Insurer reasonably believes that a declaration of bankruptcy or insolvency of any of the foregoing is imminent;
 - ii. if Agent, or one of the partners, equity owners or principal officers of Agent, liquidates or dissolves, or begins the court process of liquidation or dissolution;
 - iii. if Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent, fails to comply with or perform any of the material terms or covenants of this Agreement (including Exhibits) and such failure is not cured within five (5) days of Agent's receipt of written notice by Insurer;
 - iv. If a data or security breach occurs as relates to the Confidential Information or Customer Information held by or on behalf of Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent;
 - v. if Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent, misappropriates funds of Insurer or any applicant or contract holder;
 - vi. if Insurer determines there is reasonable evidence of malfeasance, fraud, or any violation of applicable criminal or insurance laws by Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent;
 - vii. if Agent or Sub-Agent fails to comply with Insurer's oral or written production requirements;

- viii. if Agent or Sub-Agent fails to timely remit payment of any amount due and owing to Insurer upon demand;
- ix. if Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent, engages in such conduct as would tend to degrade or disgrace Insurer or any of Insurer's affiliates;
- x. if Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent, actively engages in a scheme or process to replace the policies or contracts of Insurer with policies or contracts issued by another insurance company or otherwise breaches any of the provisions of Section 15(b) of this Agreement;
- xi. upon the failure of Agent, Sub-Agent, any of their employees, or one of the partners, equity owners or principal officers of Agent to be licensed to sell insurance in any jurisdiction from which he/she/it has solicited applications for Insurer; or
- xii. upon the death of Agent (if a natural person) or any event legally or contractually causing the legal dissolution or wrapping-up of Agent's operations, or corporate or partnership existence (if a non-natural person or entity).

The termination remedies available to Insurer in this Section 11 are not exclusive. Without limiting the foregoing, Insurer expressly reserves the right to seek any other remedies that are available to it at law or in equity, including, but not limited to, seeking an award of money damages, temporary restraining orders, permanent injunctions or remedies in arbitration pursuant to Section 20 of this Agreement, in the event of any breach or threatened breach by Agent, Sub-Agent, any of their employees, or one of the partners, equity owners or principal officers of Agent, of any of the provisions of this Agreement.

Notice of termination of this Agreement will be given in accordance with Section 21 of this Agreement, Notices.

12. GOVERNING LAW; CONSENT TO JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the principles of conflicts of laws thereof. Subject to the provisions of Section 20 of this Agreement regarding arbitration proceedings, the parties hereto irrevocably consent to the jurisdiction of, and venue in, any federal or state court of competent jurisdiction in Chicago, Illinois, in connection with any dispute based on or arising out of or in connection with this Agreement.

13. NO WAIVER OR ESTOPPEL. Forbearance, failure or neglect on the part of Insurer to enforce any or all of the provisions of this Agreement will not be construed as a waiver or estoppel of any of the rights or privileges of Insurer. Any waiver of past acts or circumstances that Insurer may, expressly or impliedly, make from time to time will not constitute and should not be construed to be a waiver of subsequent acts or circumstances. No waiver will be effective unless it is in writing and signed by the party granting the waiver.

14. ENTIRE AGREEMENT, PREVIOUS AGREEMENTS, AND AMENDMENTS.

- a. This Agreement, which includes the Commission Schedules, Business Guidelines, BAA, and DSA (if applicable) contains all of the terms and conditions agreed upon by the parties. This Agreement supersedes all prior agreements, whether written or oral, between the parties (including without limitation any prior agreements between Insurer and Agent appointing Agent as an agent of Insurer) with respect to all matters relating to Insurer's insurance or annuity products issued on or after the Effective Date; and this Agreement constitutes a complete and exclusive statement of the terms of the agreement among the parties with respect to all matters relating to Insurer's insurance or annuity products issued on or after the Effective Date. For the avoidance of doubt, any such prior agreements, as may be amended or assigned in accordance with their terms, shall continue to remain in effect in accordance with their terms and shall continue to apply to and govern all matters relating to Insurer's insurance or annuity products issued prior to the Effective Date and with respect to which Agent serves as Insurer's agent.
- b. Insurer may at any time amend this Agreement. Notice of such amendment will be sent to Agent within thirty (30) days after such amendment. This Agreement cannot be changed by any verbal promise or statement by whomsoever made, and no written modification or change to this Agreement will bind Insurer unless it is signed by the President, Chief Operating Officer, Secretary or Assistant Secretary of Insurer or another appropriately authorized officer.

15. COMMISSIONS.

- a. Insurer shall pay Agent commissions with respect to premiums received by Insurer on applications procured by Agent at the rate shown and subject to the terms and conditions shown on the Commission Schedules in force as of the date of each sale of Insurer's insurance or annuity products by Agent or Sub-Agents. Any commissions paid to Agent as a result of sales made by Sub-Agents shall be reduced by the amount of commission payable to such Sub-Agents. Agent acknowledges that the commissions received from Insurer will represent full compensation for Agent's services and expenses. The Commission Schedules may be amended at any time at Insurer's discretion and without prior notice. Any amendments to the Commission Schedules will be effective immediately upon the posting by Insurer of such amendments on Insurer's Agent Gateway. Any amendment to the Commission Schedules will apply only to applications signed and submitted to Insurer on or after the effective date of the amendment.
- b. If a policy or contract holder timely exercises his or her right to return or cancel a insurance or annuity product after Insurer has paid commissions to Agent or Sub-Agents for selling the returned insurance or annuity product, all such commissions shall be returned to Insurer immediately. Agent agrees that upon such an occurrence it will become immediately liable to repay such commissions to Insurer and that Insurer will have the right to pursue any legal action to recover any such commissions from Agent. Agent agrees to reimburse Insurer for costs Insurer incurs, including reasonable attorney's fees, in any action by Insurer to enforce Agent's obligations under this Agreement.
- c. Insurer reserves the right, in its sole discretion, to prescribe commissions differing from the above on changes of plan, replacements, reinstatements, or any new insurance or annuity product where a policy or contract issued by Insurer on the same life has been terminated or surrendered within one year prior to the date of the application for the new contract.
- d. After the termination of this Agreement pursuant to Section 11, Insurer will continue to pay commissions due to Agent for insurance and annuity products sold by Agent during the term of this Agreement unless such commissions are forfeited pursuant to Section 16.

16. COMPENSATION FORFEITURE. If at any time Agent commits a fraudulent or illegal act in connection with its activities under this Agreement, or induces or attempts to induce an independent agent of Insurer to discontinue his/her/its contract with Insurer, or induces or attempts to induce any of Insurer's contract holders to cancel, transfer, or otherwise relinquish any of Insurer's contracts, products, and/or services, Agent will forfeit any and all compensation that Agent might otherwise have received under any and all contracts with Insurer. Notwithstanding such compensation forfeiture, Insurer reserves its right to pursue any and all additional claims it may have against Agent.

17. DISCONTINUANCE. Without any liability to Agent, Sub-Agents, or their employees, Insurer may, at its sole discretion, at any time discontinue writing business, or discontinue and/or withdraw any insurance or annuity product form or rider, in any or all states.

18. SEVERABILITY. Any term or provision of this Agreement which is invalid or unenforceable in a jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the parties to this Agreement agree to interpret that provision only as broadly as is enforceable.

19. HEADINGS/CONSTRUCTION. The headings in this Agreement are for reference only, and do not affect in any way the meaning or interpretation of this Agreement. The terms of this Agreement have been mutually negotiated at arm's length among the parties hereto, and no potential ambiguity in this Agreement should be construed against the drafter.

20. ARBITRATION. In the event of any dispute arising out of or relating to this Agreement for which the sole, exclusive, and appropriate remedy sought by the party is an award of money damages, the same will be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the Federal Arbitration Act. Arbitration may not be initiated unless the party requesting the arbitration has given the other party at least thirty (30) days' prior written notice of its intent to initiate arbitration and a detailed description of the basis of the dispute. A single arbitrator (or, in any matter in which the amount in controversy exceeds \$100,000, a panel of three arbitrators) shall interpret this Agreement in accordance with Illinois law. Any punitive damages awarded by the arbitrator(s) will not exceed two times compensatory damages awarded. Any award of the arbitrator

will be deemed final and binding upon the parties and judgment upon such award may be entered and enforced in the United States District Court for the Northern District of Illinois. All arbitration proceedings will be held in Chicago, Illinois. Nothing in this Section 20 requires arbitration or should be construed to prejudice the rights of either party to seek a judgment at law in a court of appropriate jurisdiction with respect to any dispute arising out of or relating to this Agreement for which an equitable remedy is sought or for which the appropriate remedy sought cannot be paid as money damages, such as a temporary or permanent injunction, a declaratory judgment, or similar injunctive remedy.

- 21. NOTICES.** Except as otherwise provided in this Agreement (a) notices to Insurer under this Agreement shall be sent by Agent in writing by electronic mail, hand delivery, U.S. Mail with postage prepaid, or mail courier service with postage prepaid; and (b) notices to Agent under this Agreement shall be sent by or on behalf of Insurer in writing by electronic mail or via the Agent Gateway. If Agent opts out of receiving notice via electronic mail or the Agent Gateway, or at Insurer's option, notices to Agent under this Agreement shall be sent by or on behalf of Insurer via hand delivery or U.S. Mail, postage prepaid.

Notices provided pursuant to this Section 21 shall be deemed to be received as follows:

- a. on the date of service if served personally on the party to whom notice is to be given;
- b. for electronic mail, on the date (i) Insurer sends an electronic mail to the email address of Agent on file with Insurer, or (ii) Agent sends an electronic mail to the email address of Insurer set forth in this Agreement;
- c. on the date of posting by Insurer on the Agent Gateway;
- d. on the date of delivery if sent via mail courier service; or
- e. on the fifth day following the date deposited in the mail if sent by U.S. mail, postage prepaid.

The correct addresses for notices to each party to this Agreement, as applicable, are as follows:

EquiTrust Life Insurance Company

Agent Administration
7100 Westown Parkway, Suite 200
West Des Moines, IA 50266
Agent.Administration@EquiTrust.com

Agent

Current legal or electronic mail address for Agent as stated in Insurer's records.

- 22. TRADEMARKS AND SERVICE MARKS.** Each party reserves the right to control the use of its name and all symbols, trademarks, or service marks presently existing or later established.
- 23. INSURANCE.** Agent agrees that Agent shall maintain errors and omissions coverage. Agent shall notify Insurer immediately of any cancellation, termination or material reduction or alteration of such coverage. Agent shall, upon request, provide Insurer with evidence of such coverage.
- 24. NOTICE OF CREDIT, BACKGROUND & OTHER REPORTS.** As part of Insurer's agent selection procedures, and at Insurer's election thereafter, Insurer may request that a report be made by a consumer credit agency, background investigative agency, or other third party reporting agency, each of which may supply Insurer with information about Agent from its files, from public records, or from credit investigations. Insurer will provide additional detailed information concerning the investigation, if one is made, to Agent after receiving a written request from Agent or in compliance with applicable state laws. Should a report have an adverse effect on Insurer's appointment decision, Insurer will notify Agent in writing and identify the agency with which Agent may discuss the matter.
- 25. COMMUNICATIONS FROM INSURER OR INSURER'S DESIGNEE.** Agent acknowledges that Agent may receive marketing and other communications from Insurer or Insurer's designee(s) in connection with the sale of Insurer's insurance and annuity products. Agent agrees that Insurer or Insurer's designee may communicate with Agent via electronic mail, and that Insurer may share with its designee the electronic mail address of Agent as appropriate in connection with such marketing and other communications.

26. COUNTERPARTS. This Agreement, and any amendments hereto, may be executed in the original or by any generally accepted electronic means including (a) transmission of a Portable Document Format (PDF) file containing an executed signature page, and (b) DocuSign or similar, widely used electronic signature/verification software, in any number of counterparts, each of which will be treated as an original but all of which together shall constitute one and the same instrument.

27. SURVIVAL. The provisions of Sections 2(g), 4(b), 5, 6, 7, 12, 15, 16, 20 and 22 will survive the termination of this Agreement and any termination of Agent's appointment as an independent agent of Insurer, regardless of the reason for termination. Provisions of the Business Guidelines related to the sections of the Agreement cited in this paragraph 27 likewise will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Date Accepted by Insurer reflected herein below (the "Effective Date").

Agent Signature

Printed Name of Agent or Agency: _____

Signature of Agent: _____

FOR HOME OFFICE USE ONLY	
EquiTrust Life Insurance Company (Insurer) – Agent Appointment	
Date Accepted	
Insurer Officer Name and Title	Robin Young, Assistant Vice President, Administration
Insurer Officer Signature	

AGENT LICENSE AGREEMENT

EquiTrust Life Insurance Company®
7100 Westown Parkway, Suite 200
West Des Moines, Iowa 50266-2521
(866) 598-3692 Fax: (515) 226-5102
www.EquiTrust.com
Mailing Address: PO Box 14500
Des Moines, Iowa 50306-3500

AN AGREEMENT BETWEEN EQUITRUST LIFE INSURANCE COMPANY

AND _____ (Licensee)

I _____ request that the company make application with the Department of Insurance in my resident state for the issuance of a life insurance agent’s license authorizing me to solicit applications on behalf of EquiTrust Life Insurance Company.

I hereby agree that your consent to the issuance for such license is subject to, and I agree hereby to be bound by, each and all of the following conditions:

1. That I shall be an agent assigned to and under the jurisdiction of the agent listed below.
2. That the Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Company, it being expressly understood that I am under direct contract with my agent, who has agreed to compensate me for such services; and
3. That I have no contractual relationship with the Company and that I am not, and I shall refrain from holding myself out as employee, partner, joint venturer or associate of the Company; and
4. That I shall comply with the rules, regulations and rate books of the Company, the laws of my state or states in which I am licensed, and the regulations of the Department of Insurance relating to my activities in the solicitation of insurance; and
5. That I shall ensure that the Company and my sponsoring agent have my current contact information, including but not limited to, email, mailing address and phone number; and
6. That I shall not alter, modify, waive or change any of the terms, rates or conditions of an advertisements, receipts, policies or contracts of the Company, in any respect; and
7. That I shall promptly remit to my agent or the Company any and all monies or securities received by me on behalf of the Company, full or partial payment of first-year or renewal premiums, or any other item whatsoever; and
8. That I shall not obligate the Company nor incur expense in its behalf in any manner whatsoever; and
9. That the Company may, without liability to me whatsoever, upon request of my agent or upon its own initiative, cancel my license at any time.
10. I acknowledge receipt of the Company’s privacy policy regarding use of policyholder information and I agree to comply with the terms of such policy, as applicable.

<p>FOR HOME OFFICE USE ONLY Date of effective agreement (month/day/year) _____, 20____ .</p>

This applicant is recommended for appointment as an agent assigned to my jurisdiction, subject to the terms of my agent’s contract with the Company and this agreement.	
Agent Signature (Licensee)	
Individual /Agency receiving commissions	Signature of Individual/ Agency principal
The Company approves the above agreement subject to all provision herein.	
Authorized Home Office Signature	

**DIRECT DEPOSIT OF COMMISSION EARNINGS
AUTHORIZATION AGREEMENT**

EquiTrust Insurance Marketing Services™

7100 Westown Parkway, Suite 200
West Des Moines, Iowa 50266-2521
(866) 598-3692 Fax: (515) 226-5102
Agents.EquiTrust.com
Mailing Address: PO Box 14500
Des Moines, Iowa 50306-3500

Direct Deposit of Commissions is required – Please complete the following:

Agent Name		Agent Number	Phone Number
Type of Request	<input type="checkbox"/> New Request	<input type="checkbox"/> Change Request	
Type of Account	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	
Deposit Frequency*	<input type="checkbox"/> Daily	<input type="checkbox"/> Weekly	
*If no deposit frequency is elected, the frequency will be set for daily.			

AGREEMENT

I hereby authorize EquiTrust Insurance Marketing Services, in California doing business as EQT Insurance Marketing Services, to make deposits to my account and for the financial institution named below to accept these deposits. I also authorize EquiTrust Insurance Marketing Services to make withdrawals from this account in the event that a credit entry was made in error.

This authority is to remain in full force until EquiTrust Insurance Marketing Services has written notification from me of its termination in such time and in such manner as to afford EquiTrust Insurance Marketing Services a reasonable opportunity to act on it.

Bank Account Owner Signature (Third Party)	Date
Agent Signature (Required)	Date

**THE ACCOUNT MUST BE A REGULAR CHECKING OR SAVINGS ACCOUNT
NOTE: Money Market and Brokerage Account are not accepted.**

Financial Institution Name	
Full Address	
Financial Institution Routing Number (9 digits)	Account Number
Note: the electronic transfer of funds may take 2-3 business days to reach your account once funds are released from EquiTrust. This processing time is dependent on your bank.	

Mail to:
EquiTrust
Attn: Agent Administration
PO Box 14500
Des Moines, IA 50306-3500

Can also be sent via fax or email to:
515-226-5102 or Agent.Administration@EquiTrust.com



**ENTITY INFORMATION FORM CERTIFICATION
AND INDEMNIFICATION AGREEMENT -
FOR AGENT/AGENCY USE**

EquiTrust™
7100 Westown Parkway, Suite 200
West Des Moines, Iowa 50266-2521
(866) 598-3692 EquiTrust.com
Mailing Address: PO Box 14500
Des Moines, Iowa 50306-3500

Principal Agent	Principal Agent Number (if known)
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1. AGENCY INFORMATION – Please provide the following information regarding the Agency:

Agency Legal Name (the “Agency”)	Agency Number (if known)		
<p>Entity Type</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Other _____ </td> </tr> </table>		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Other _____
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Other _____		
Date of Formation	Taxpayer Identification Number for the Agency		
Is the entity licensed by the Department of Insurance in any jurisdiction? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If so, what states? _____			

2. LIST INDIVIDUALS AUTHORIZED TO ACT ON BEHALF OF THE AGENCY - Attach additional pages if needed

Name	Title
Name	Title
Name	Title
<p>Are there any limitations on the authority of the above-listed individuals to act with regard to products and services offered through EquiTrust and its affiliates? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
If “Yes,” describe the limitations: _____	
If “No” is marked or if the boxes are left blank, EquiTrust and its affiliates are authorized to act upon instructions from any of the individuals listed above.	

3. REQUIRED – Attach the following documentation for the appropriate entity type

Corporation (either C or S):	Copy of filed Articles of Incorporation and any amendments
Limited Liability Company:	Copy of filed Articles of Organization and any amendments
Limited Liability Partnership:	Copy of filed Partnership Registration and any amendments
Limited Partnership:	Copy of filed Certificate of Limited partnership and any amendments
Partnership:	Copy of Partnership Document and any amendments
Other entities:	Copy of Governing Documents and any amendments

4. CERTIFICATION AND INDEMNIFICATION AGREEMENT

The undersigned hereby certifies that the information provided in the Agency Information section above is complete, true and accurate, and that the Agency remains valid in good standing and has not been dissolved, modified, or amended in any manner which would cause the above representations to be incorrect.

EquiTrust, its affiliates and their respective officers, directors, employees, and agents (collectively “EquiTrust”) are authorized to rely on the information set forth in this document until EquiTrust is notified of any change to said information in writing by an authorized representative of the Agency. Any changes are to be delivered to the EquiTrust main office and will become effective when recorded by EquiTrust. No change will affect any transactions initiated by EquiTrust prior to the change becoming effective.

The Agency hereby agrees to indemnify and hold harmless EquiTrust from any and all liability, including attorney’s fees, costs and expenses, which EquiTrust may incur by acting upon instructions believed to be valid instructions originating from authorized representatives of the Agency with respect to any policy, account, fund, or similar instrument in which the Agency listed above has an interest.

Principal Agent Signature	Print Name
Title	Date