



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] *(If interested in getting appointed for ANNUITY products.)*
- ☐ Life Agent Contract Transmittal Form [ETL-3102] *(If interested in getting appointed for LIFE products.)*
- ☐ 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 "sponsor").*
 - *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 "sponsor").*

I AM INTERESTED IN BEING CONTRACTED FOR...

☐ LIFE & ANNUITY ☐ LIFE ONLY ☐ ANNUITY ONLY

SEND TO:

Mail: Attention: Licensing
American Brokerage Services
803 East Willow Grove Avenue
Wyndmoor, PA 19038
Email: lifesubmission@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

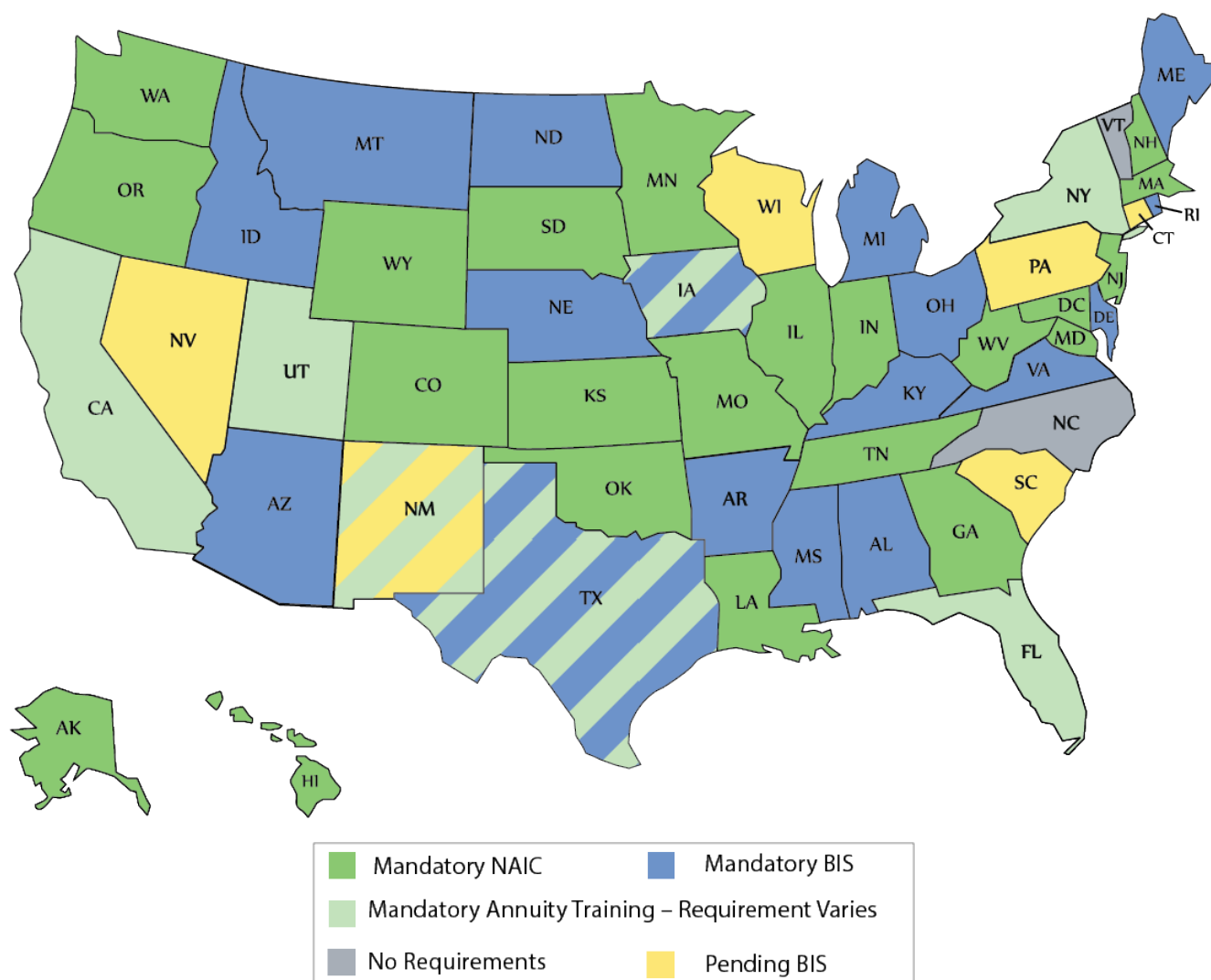
Mail:

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 licensing representative.



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 a 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 Best Interest Standard training courses, agents selling indexed annuities in IA must take a one-time 4-hour course specific to indexed annuity products.
NEW MEXICO	BIS requirement pending legislation. No specific hourly requirements have been implemented for the 4-hour NAIC Annuity Suitability Training.
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.
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
ALABAMA	1/1/2022	6/30/2022
ARIZONA	1/1/2021	6/30/2021
ARKANSAS	1/1/2022	1/1/2022
DELAWARE	8/1/2021	2/1/2022
IDAHO	7/1/2021	2/1/2022
IOWA	1/1/2021	7/1/2021
KENTUCKY	1/1/2022	6/30/2022
MAINE	1/1/2022	7/1/2022
MICHIGAN	6/29/2021	12/29/2021
MISSISSIPPI	1/1/2022	6/30/2022
MONTANA	10/1/2021	4/1/2022
NEBRASKA	7/1/2021	12/31/2021
NORTH DAKOTA	1/1/2022	6/30/2022
OHIO	2/14/2021	8/14/2021
RHODE ISLAND	4/1/2021	10/1/2021
TEXAS	1/1/2022	1/1/2022
VIRGINIA	9/1/2021	3/1/2022

Pending – Best Interest Standard:

STATE	NEW PRODUCERS	EXISTING PRODUCERS
CONNECTICUT	3/1/2022	9/1/2022
NEW MEXICO	TBD – Pending Legislation	TBD – Pending Legislation
NEVADA	TBD – Pending Legislation	TBD – Pending Legislation
PENNSYLVANIA	TBD – Pending Legislation	TBD – Pending Legislation
SOUTH CAROLINA	TBD – Pending Legislation	TBD – Pending Legislation
WISCONSIN	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

ANNUITY AGENT CONTRACT TRANSMITTAL 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

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**

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

☐ **TRANSFER OR CHANGE IN CONTRACT LEVEL (Agent Signature Required)**

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

Marketing Organization Name (please print)	
Authorized Signature	Date

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

LIFE AGENT CONTRACT TRANSMITTAL 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

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**

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

☐ **TRANSFER OR CHANGE IN CONTRACT LEVEL (Agent Signature Required)**

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

Marketing Organization Name (please print)	
Authorized Signature	Date

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

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, EquiTrust Insurance Marketing Services, in California doing business as EQT Insurance Marketing Services and EquiTrust Life Insurance Company ("EquiTrust") 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. EquiTrust and its affiliates and authorized third parties (collectively, EquiTrust) 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.

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

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 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 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 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 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.

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™

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

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			
<i>Please check box to indicate mailing address</i>					
<input type="checkbox"/> Business Address	County	City	State	Zip	
<input type="checkbox"/> Residential Address	County	City	State	Zip	
Previous Residential Address (if less than 5 years at present address)		City	State	Zip	
Residence Phone	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.					
Errors and Omissions Covered – REQUIRED (Must provide a copy of the declaration page)					

Signature required on the next page.

AGENT'S DECLARATION AND AUTHORIZATION

1. I hereby certify that all my answers to the above questions are true. I understand that this application will form a part of my Agent's Contact with EquiTrust Insurance Marketing Services, in California doing business as EQT Insurance Marketing Services and EquiTrust Life Insurance Company (the Companies) 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 Companies.
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.

Applicant Signature

Date

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

I have applied for appointment with EquiTrust Insurance Marketing Services, in California doing business as EQT Insurance Marketing Services and EquiTrust Life Insurance Company (the "Companies"). To enable the Companies to properly verify and evaluate my qualifications, I understand that the Companies 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 Insurance Marketing Services 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 Companies 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 Companies 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 Companies 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 Companies in the position of agent, this Authorization shall remain valid and in effect and will allow the Companies to obtain such reports as the Companies deem necessary on an ongoing basis without any additional notice or consent during the term of such association.

Date: _____ Applicant Signature: _____

Print Full Name: _____

AGENT ACKNOWLEDGEMENT

By signing below, 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.

Date: _____ Applicant Signature: _____

Print Full Name: _____

BACKGROUND SCREENING DISCLOSURE FORM FOR EMPLOYMENT PURPOSES

Please be advised that a consumer report may be obtained on you for employment purposes (which includes independent contractors under the Fair Credit Reporting Act (FCRA)).

Consumer reports may be obtained at any time after the company receives your written authorization, including during the hiring process; and, during any subsequent period of employment you may have with the company, where permitted by law.

Under the FCRA, consumer reports include any written, oral or other communication of information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living that is used or is expected to be used for employment purposes. Consumer reports may include credit reports, criminal records and driving records, among other forms of information obtained from private and public record sources.

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

Date: _____ Applicant Signature: _____

Print Full Name: _____

STATE DISCLOSURES

Please be advised that a consumer report and/or investigative consumer report may be obtained on you for employment purposes. The consumer reporting agency that may provide the company with your report is:

Business Information Group, Inc.
P.O. Box 541
Southampton, PA 18966
Telephone: (800) 260-1680
www.bigreport.com

BIG's privacy practices with respect to the preparation and processing of consumer reports and/or investigative consumer reports may be found at <http://www.bigreport.com/privacy-policy/>.

For Maine Applicants & Residents

Upon request, you will be informed whether or not an investigative consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from us, within 5 business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such agencies copies of any reports.

For Massachusetts Applicants & Residents

You have the right, upon request, to know whether the company ordered an investigative consumer report about you. You also have the right to ask the consumer reporting agency for a copy of any such report.

For Minnesota Applicants & Residents

You have the right in most circumstances to submit a written request to the consumer reporting agency for a complete and accurate disclosure of the nature and scope of any consumer report the company ordered about you. The consumer reporting agency must provide you with this disclosure within five (5) business days after its receipt of your request or the report was requested by the company, whichever date is later. If an investigative consumer report is obtained, such a report may include information obtained through personal interviews regarding your character, general reputation, personal characteristics, or mode of living.

For New Jersey Applicants & Residents

You have the right to submit a request to the consumer reporting agency for a copy of any investigative consumer report the company ordered about you.

For Vermont Applicants & Residents

Pursuant to Vermont Act No. 154 (S. 95), the Company informs you that it may obtain a credit report about you, for the following reason(s):

You seek to be/are employed in a position that involves access to "confidential financial information" (defined as "sensitive financial information of commercial value that a customer or client of the employer gives explicit authorization for the employer to obtain, process, and store and that the employer entrusts only to managers or employees as a necessary function of their job duties");

You seek to be/are employed in a position that requires a financial fiduciary responsibility to the Company or a Company's clients, including the authority to issue payments, collect debts, transfer money or enter into contracts.

For Washington Applicants & Residents

If we request an investigative consumer report, you have the right, upon written request made within a reasonable period of time, to receive from us a complete and accurate disclosure of the nature and scope of the investigation. You are entitled to this disclosure within five business days after the date your request is received or we ordered the report, whichever is later. The Washington Fair Credit Reporting requires consumer reporting agencies to provide you a summary of your rights and remedies upon request.

California, Minnesota, and Oklahoma Applicants & Residents:

You have the right to receive a free copy of your background report. Please check this box if you would like a free copy of your report: ☐

NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW

EquiTrust Insurance Marketing Services, in California doing business as EQT Insurance Marketing Services and EquiTrust Life Insurance Company (the "Companies") intends to obtain information about you from an investigative consumer reporting agency for appointment purposes. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for purposes of your application for appointment. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), the Companies may investigate the information contained in your appointment application and other background information about you, including but not limited to obtaining a criminal record report, verifying driving record, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making appointment decisions. The source of any investigative consumer report (as that term is defined under California law) or consumer report will be:

Business Information Group, Inc.
P.O. Box 541
Southampton, PA 18966
Telephone: (800) 260-1680
www.BigReport.com

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

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

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

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

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

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,

A handwritten signature in blue ink that reads "Emily Kresowik".

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: _____

EquiTrust Life Insurance Company • P.O. Box 14500 • Des Moines, IA 50306-3500

AGENT/AGENCY CONTRACT

EquiTrust™

7100 Westown Parkway, Suite 200
West Des Moines, Iowa 50266-2521
(866) 598-3692 Fax (515) 226-5101
www.EquiTrust.com

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

Contract Effective Date
Agent/Agency
Address

This Agreement ("Agreement") is entered by and among (a) EquiTrust Life Insurance Company ("Insurer"); (b) EquiTrust Insurance Marketing Services, LLC, in California doing business as EQT Insurance Marketing Services, an affiliate of Insurer that has been appointed and is serving pursuant to a Master Agency Agreement as an independent master agency of Insurer ("Master Agency"); and (c) 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 the Insurer, to (i) use its best efforts to procure applications for the Insurer's life insurance and annuity products and (ii) accurately and professionally represent the Insurer and its products to all customers and prospective customers of the Insurer, including all applicants, owners, insureds and proposed insureds. Agent has authority to recruit and recommend to Insurer and Master Agency individuals to be appointed as agents of Insurer and independent contractors of Master Agency ("Sub-Agents"). No recommendation or application for appointment or contract will be effective until approved by Insurer and Master Agency.
- b. **Designation by Master Agency.** Master Agency hereby designates Agent as an independent contractor of Master Agency, solely in connection with the Agent's service as an independent agent of Insurer pursuant to Section 1(a) of this Agreement, upon and subject to the provisions of this Agreement. Agent understands and acknowledges that, in connection with its services under this Agreement, it will be subject to oversight, supervision and training by Master Agency and may be audited from time to time by Master Agency or Insurer. Agent further understands and acknowledges that Master Agency will be entitled to receive commission payments from Insurer in respect of life insurance and/or annuity products issued by Insurer pursuant to applications procured by Agent, and that Agent will be entitled to receive commission payments from Master Agency only (and not from Insurer), pursuant to commission schedules developed, maintained and provided to Agent from time to time by Master Agency ("Commission Schedules"), as further described in Section 14 of this Agreement.
- c. **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 either Master Agency or Insurer, on the other hand. Agent's relationship to both the Master Agency and 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.
- d. **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 Master Agency with respect to any contract or obligation or to bind Insurer with respect to any life insurance or annuity contract or otherwise. Neither Master Agency nor Insurer makes any representation that any application submitted by Agent will result in the issuance of a life insurance or annuity product by Insurer. Either Master Agency or 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 life insurance or annuity products, or Master Agency's or Insurer's practices or procedures, under any circumstances.
- iii. Insurer has the sole authority to prescribe the life 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 life insurance and annuity products, certificates, agent's 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 either Master Agency or Insurer.
- vi. Agent has no authority to enter into any legal proceeding in connection with any matter pertaining to Insurer's or Master Agency's business; and
- vii. Agent has no authority to perform any act on behalf of Master Agency or Insurer other than as expressly provided herein, except as specified in writing by the President of Master Agency or the Chief Executive Officer or President of Insurer.

2. GENERAL PROVISIONS

- a. Agent shall fully comply with the business guidelines established by Insurer, and to any other written rules and regulations that Insurer or Master Agency may provide.
- b. 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 Master Agency or Insurer, or which are otherwise intended by the applicant or contract holder to be paid to Master Agency or Insurer. Notwithstanding the foregoing, if premium funds come into the possession of Agent, they will constitute trust funds, and must not be commingled by Agent with its own assets and must not be subject to any use by Agent. Agent shall promptly notify Master Agency and Insurer if such funds have come into Agent's possession and Agent shall promptly transfer such funds to Insurer.
- c. Agent will not be entitled to compensation with respect to any life 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 a life insurance or annuity product on which Agent or any Sub-Agent was paid commission, then such commission shall be immediately refunded to Master Agency.
- d. Agent shall ensure that the Insurer and Master Agency have current contact information for Agent, including but not limited to, email and mailing address.
- e. 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 Master Agency 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.
- f. In the event of breach of this Agreement by Agent, any Sub-Agent(s), or their employees, Master Agency and/or 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 injunction without first posting a bond); and
 - ii. To terminate Agent's entitlement to any due but unpaid or future compensation.
- g. 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 Master Agency or Insurer, as applicable, upon its request.
- h. 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 prudent record keeping practices and in compliance with all federal and state privacy and security standards and with the business guidelines established by Master Agency. Agent shall cooperate with and assist Master Agency and Insurer in making any examination or inquiry with respect to such transactions. Each of Master Agency and 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.

- i. Following termination of this Agreement in accordance with Section 10 (and at any other time upon demand of Insurer or Master Agency), Agent shall return to Master Agency or Insurer, as applicable, all Master Agency or Insurer property in its custody. Any termination of Agent's appointment as an independent agent of Insurer will concurrently and automatically constitute a termination of Agent's designation as an independent contractor of Master Agency, and any termination of Agent's designation as an independent contractor of Master Agency will concurrently and automatically constitute a termination of Agent's appointment as an independent agent of Insurer.
- j. Agent shall pay all expenses of Agent, of whatever character, concerning Agent's performance hereunder without recourse to Master Agency or Insurer.

3. CONTRACT DELIVERY

- a. The contract 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 contract;
 - ii. The first premium has been fully paid; and
 - iii. Twenty days have not elapsed from the date said contract was issued by Insurer.
- b. Any contract not delivered shall be immediately returned to Insurer upon expiration of the twenty-day period.

4. AGENT COVENANTS

- a. Agent shall endeavor to promote the business and interest of Master Agency and Insurer as contemplated by this Agreement and shall so conduct itself as not to adversely affect the business, good standing or reputation of Master Agency or Insurer or Insurer's insurance-related affiliates.
- b. During the term of this Agreement and for a period of two years following the termination of this Agreement, in accordance with Section 10, whether such termination is by Agent, Master Agency, or Insurer:
 - i. Agent, Sub-Agent, or their employees will not (x) solicit, recruit, hire, employ, engage or attempt to hire, employ or engage any person who is an employee of Master Agency or Insurer or any of their insurance-related affiliates, (y) assist any person or entity in the recruitment, hiring or engagement of any person who is an employee of Master Agency or Insurer, or any of their insurance related-affiliates, or (z) urge, induce, or seek to induce any person to terminate his/her employment or other relationship with Master Agency or insurer or any of their insurance-related affiliates. This subsection (i) will not apply if Agent, Sub-Agent or their employees is first contacted by an employee, independent contractor or independent agent of Master Agency or Insurer or any of their insurance-related 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 Master Agency or Insurer or any of their insurance-related affiliates;
 - 2. Engaging any recruiting firm or similar organization to identify or solicit person for employment on 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 Master Agency or Insurer or any of their insurance-related affiliates; or
 - 3. Soliciting or hiring employees whose employment has been terminated by Master Agency or Insurer and their respective insurance-related affiliates.
 - ii. Neither Agent, Sub-Agent, nor their employees may make disparaging or false statements regarding Master Agency or Insurer or their insurance-related 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 Master Agency and/or indemnify Master Agency or 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 Master Agency or Insurer may incur in recovering from Agent any property or indebtedness belonging to or due Master Agency or Insurer, including, but not limited to, enforcing this Agreement. Agent agrees to indemnify and hold Master Agency and 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, Master Agency, or Insurer as a result of alleged wrongdoing by Agent, Sub-Agent, or their employees, then Agent shall hold Master Agency and Insurer harmless from and indemnify each for any claim, loss, expense, cost or liability which they may incur defending the action and for any settlement of or judgment resulting from such action. Master Agency or Insurer may, at its discretion, defend or settle any such claim.

- d. **CONFIDENTIAL INFORMATION.** Agent acknowledges that in the course of its duties it may receive and utilize confidential, proprietary and trade secret information regarding Master Agency, Insurer, or their respective affiliates or any related business operations ("Confidential Information"). In connection therewith:
- i. Agent acknowledges that Confidential Information gives each of Master Agency and 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 contract holder identities and lists, agent identities and lists, pricing and cost information, the business guidelines, Commission Schedules, override schedules and any documents or computer stored information containing such information.
 - ii. Agent shall maintain, and cause Sub-Agents to maintain, adequate systems and appropriate administrative, physical, technical, electronic, and procedural measures to protect and secure the confidentiality, integrity, and availability of Confidential Information.
 - iii. Master Agency and Insurer reserve the right to review Agent's policies and procedures governing the maintenance of Confidential Information. At Master Agency or Insurer's discretion and in accordance with Master Agency or Insurer's directions, Agent shall conduct, or pay the cost of conducting, an investigation of any incident required to be reported under this subsection and will provide, or pay the costs of providing, any required notices to any individuals whose Confidential Information was or is believed to have been involved.
 - iv. Agent shall immediately report to Master Agency any use or disclosure of the Confidential Information not permitted by this Agreement.
 - v. Agent shall keep Confidential Information confidential and shall not disclose or reveal Confidential Information to anyone (other than to Agent's employees, representatives and agents and those of its affiliates or to third parties who are bound by obligations of confidentiality substantially similar to those in this Agreement; provided, however, that Agent will be liable for any breach of this Section 4(d) by such person), unless Agent is legally required to disclose or reveal such information; provided that Confidential Information is disclosed only to the extent required to satisfy such legal requirement and only after giving five business days' prior notice (to the extent practicable) to Master Agency or Insurer, as applicable, of such required disclosure.
5. **LIABILITY.** Agent shall be liable to Master Agency and Insurer for all monies due and payable to Master Agency or 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 Master Agency. 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. Master Agency 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.
6. **INDEBTEDNESS.** Master Agency, as additional security and to secure the repayment of any indebtedness due Master Agency under this Agreement or any other Agreement with Master Agency, 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 Master Agency for any reason. Agent further hereby assigns and grants to Master Agency an interest in all compensation due or to become due and all other sums which Agency may have on deposit with Master Agency from time to time. Master Agency may, at any time, offset any such indebtedness against compensation due to Agent or other monies which Agent may have on deposit with Master Agency under this Agreement or any other Agreement with Master Agency. If the Master Agency does elect to offset, the offset shall not constitute an election by Master Agency to forego any other remedies to collect the indebtedness. Agent agrees to pay all costs of collection, including attorney fees, incurred by Master Agency or its successors or assigns in collecting any indebtedness from Agent.

- 7. ADVANCES.** Agent acknowledges that any amounts advanced by Master Agency or Insurer to Agent constitute indebtedness for which Agent is solely responsible. Master agency is not limited to offsetting any commissions or other compensation due Agent to satisfy such amounts owed to Master Agency or Insurer and may utilize any legally available means to enforce repayment of any amounts advanced to Agent or otherwise due Master Agency or Insurer from Agent.
- 8. ASSIGNMENT.**
- a. Agent may not assign this Agreement without the prior written consent of Master Agency and Insurer, and Agent may not assign any commission or other compensation payable hereunder by Master Agency without the prior written consent of Master Agency. 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 Master Agency or Insurer, and that the assignee and its principals assume all of Agent's obligations to Master Agency or Insurer under this Agreement. Unless otherwise stated and expressly agreed to by Master Agency or Insurer, an assignment does not relieve Agent of any indebtedness or obligation to Master Agency or Insurer.
 - b. Each of Master Agency and Insurer retain the right to assign this Agreement and shall give notice to Agent within 30 days after any such assignment.
- 9. AUDIT.** Each of Master Agency and Insurer may audit Agent's books and records related to the solicitation and procurement of applications for life insurance or annuity product 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.
- 10. TERM AND TERMINATION.** The term of this Agreement will commence on the date this Agreement is signed by all parties hereto 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 15 days prior written notice to the other parties.
 - b. Immediately at the option of Master Agency or Insurer:
 - i. if Agent, or one of the partners, equity owners, or principal officers of Agent, becomes bankrupt or insolvent, or if Master Agency or 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 or of the Master Agency's or Insurer's rules and guidelines and such failure is not cured within five days of Agent's receipt of written notice by Master Agency or Insurer;
 - iv. if Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent, misappropriates funds of Master Agency, Insurer or any contract holder;
 - v. if Master Agency or 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;
 - vi. if Agent or Sub-Agent fails to comply with Master Agency's oral or written production requirements;
 - vii. if Agent or Sub-Agent fails to timely remit payment for any amount due and owing to Master Agency or Insurer upon demand;
 - viii. 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 Master Agency or Insurer or any of their insurance-related affiliates;
 - ix. 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 contracts of Insurer with contracts issued by another insurance company or otherwise breaches any of the provisions of Section 14(b) of this Agreement;
 - x. 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

- xi. 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).

If termination of this Agreement is caused pursuant to Section 10(b)(xi) of this Agreement, Master Agency and Insurer may continue to rely on this Agreement as continuing in force until such date as it receives formal written notice of the events causing such termination.

The termination remedies available to Master Agency and Insurer in this Section 10 are not exclusive. Without limiting the foregoing, each of Master Agency and 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.

11. 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.

12. NO WAIVER OR ESTOPPEL. Forbearance, failure or neglect on the part of either Master Agency or 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 Master Agency and Insurer. Any waiver of past acts or circumstances that the Master Agency or 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.

13. ENTIRE AGREEMENT, PREVIOUS AGREEMENTS, AND AMENDMENTS.

- a. This Agreement, which includes by reference the Commission Schedule, contains all of the terms and conditions agreed upon by the parties. This Agreement, which includes by reference the Commission Schedules, 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 life insurance or annuity products issued on or after January 1, 2019; 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 life insurance or annuity products issued on or after January 1, 2019. For the avoidance of doubt, any such prior agreements 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 life insurance or annuity products issued prior to January 1, 2019 and with respect to which Agent serves as Insurer's agent.
- b. Together, Master Agency and Insurer may at any time amend this Agreement. Notice of such amendment will be sent by Master Agency to Agent. 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 Master Agency or Insurer unless it is signed by the President, Chief Operating Officer, Secretary or Assistant Secretary of Master Agency and Insurer, respectively, or other appropriately authorized officers.

14. COMMISSIONS.

- a. Master Agency 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 Schedule in force as of the date of each sale of Insurer's life 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 the Master Agency will represent full compensation for Agent's services and expenses. The Commission Schedule may be amended by Master Agency at any time at its sole option, which amendments will be effective immediately upon written (including electronic) notice of such changes to Agent. This notice will be deemed to have been provided to Agent upon the posting by Master Agency of any such amendments to the

Commission Schedule upon Master Agency's website. Any amendment to the Commission Schedule will apply only to applications signed and submitted to Master Agency on or after the effective date of the amendment.

- b. If a contract holder timely exercises his or her right to return or cancel a life insurance or annuity product after Master Agency has paid commissions to Agent or Sub-Agents for selling the returned life insurance or annuity product, all such commissions shall be returned to Master Agency immediately. Agent agrees that upon such an occurrence it will become immediately liable to repay such commissions to Master Agency and that Master Agency will have the right to pursue any legal action to recover any such commissions from Agent. Agent agrees to reimburse Master Agency or Insurer for costs Master Agency or Insurer incurs, including reasonable attorney's fees, in any action by Master Agency or Insurer to enforce Agent's obligations under this Agreement.
- c. Master Agency reserves the right, in its sole discretion, to prescribe commissions differing from the above on changes of plan, replacements, reinstatements, or any new life insurance or annuity product where a 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. Agent is not authorized or entitled to receive, and shall not seek, payment of any commissions or other compensation from Insurer under any circumstances. Agent will be entitled to receive commission payments solely from Master Agency, as provided in this Section 13.

15. COMPENSATION FORFEITURE. If at any time Agent induces or attempts to induce an independent agent of Master Agency or Insurer to discontinue his/her/its contract with Master Agency or 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 Master Agency or Insurer. Notwithstanding such compensation forfeiture, each of Master Agency and Insurer reserves its right to pursue any and all additional claims it may have against Agent.

16. DISCONTINUANCE. Without any liability to Agent, Sub-Agents, or their employees, (a) Insurer may, at its sole discretion, at any time discontinue writing business, or discontinue and/or withdraw any life insurance or annuity product form or rider, in any or all states, and (b) Master Agency may, at its sole discretion, at any time discontinue business in any or all states.

17. PRIVACY NOTICE. 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 contract holders of, or applicants for, life insurance and annuity products in connection with its performance under this Agreement ("Customer Information"). In connection therewith:

- a. Agent agrees to keep all Customer Information confidential in accordance with all applicable federal and state privacy laws and the Master Agency and Insurer business guidelines. Unless otherwise required by law, Agent shall not disclose or use Customer Information for any purpose other than to carry out its obligations under this Agreement.
- b. Agent represents and warrants that it will: (v) keep all Customer Information strictly confidential; (w) comply with all applicable federal and state laws regarding the protection, disclosure, and deletion of Customer Information; (x) comply with any directions from Master Agency or Insurer regarding the protection, disclosure, and deletion of Customer Information, to the extent required by law; (y) maintain adequate systems and appropriate administrative, physical, technical, electronic, and procedural measures to protect and secure the confidentiality, integrity, and availability of Customer Information; and (z) immediately report to Master Agency and Insurer any use or disclosure of Customer Information not permitted by this Agreement.
- c. Agent must not sell or otherwise use Customer Information to obtain any financial benefit or award, including for the purpose of inducing a contract holder to discontinue any life insurance or annuity product with Insurer or to otherwise replace said contract with a product from another company.
- d. Master Agency and Insurer reserve the right to review Agent's policies and procedures governing the maintenance of Customer Information. At Master Agency or Insurer's discretion and in accordance with Master Agency or Insurer's directions, Agent shall conduct, or pay the cost of conducting, an investigation of any incident required to be reported under this subsection and will provide and/or pay the costs of providing, any required notices to any individuals whose Customer Information was or is believed to have been involved.

- 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 or parties at least 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 contract 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.** Notices under this Agreement shall be in writing and shall be deemed received as follows:
- on the date of service if served personally on the party to whom notice is to be given;
 - on the date a party sends an electronic notice;
 - on the date of delivery if sent via overnight courier to the party to whom notice is to be given and properly addressed; or
 - on the fifth day following the date deposited in the mail if sent by U.S. mail, postage prepaid, and properly addressed.

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

EquiTrust Life Insurance Company

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

A copy of any notice shall also be sent to:

EquiTrust Insurance Marketing Services, LLC

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

Agent

Current legal address for Agent as stated in Master Agency and/or Insurer's records.

This section does not apply to a notice of a change to the Commission Schedule as stated in Section 14(a).

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. CREDIT REPORT NOTICE. As part of Master Agency's and Insurer's respective agent selection procedures, either or both may request that a report be made by a consumer credit agency, which may supply Master Agency or Insurer with information about Agent from its files, from public records and from credit investigations. As applicable, Master Agency or 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 law. Should a report have an adverse effect on Master Agency's or Insurer's appointment decision, the Master Agency or Insurer will notify Agent in writing and identify the reporting agency with which Agent may discuss the matter.

24. 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) filing 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.

25. SURVIVAL. The provisions of Sections 2(e), 4, 5, 6, 15, 17, 20 and 22 will survive the termination of this Agreement and any termination of Agent's appointment as an independent agent of Master Agency or Insurer, regardless of the reason for termination.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Agent Signature

Printed Name of Agent or Agency: _____

Signature of Agent: _____

FOR HOME OFFICE USE ONLY

EquiTrust Insurance Marketing Services, LLC (Master Agency) – Independent Contractor Designation

Date Accepted

Master Agency Officer Name and Title

Master Agency Officer Signature

EquiTrust Life Insurance Company (Insurer) – Agent Appointment

Date Accepted

Insurer Officer Name and Title

Insurer Officer Signature

AGENT LICENSE AGREEMENT

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

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 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
6. 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
7. That I shall not obligate the Company nor incur expense in its behalf in any manner whatsoever; and
8. 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.
9. 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.

FOR HOME OFFICE USE ONLY

Date of effective agreement (month/day/year) _____, 20____.

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)

Sponsoring Agent/Agency

Sponsor Signature

The Company approves the above agreement subject to all provision herein.

Authorized Home Office Signature

If you are the officer of the agency receiving commissions, sign as BOTH the "Agent" and "Sponsor".

**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)								
Entity Type <table><tr><td><input type="checkbox"/> Sole Proprietorship</td><td><input type="checkbox"/> Limited Liability Company</td></tr><tr><td><input type="checkbox"/> General Partnership</td><td><input type="checkbox"/> Corporation</td></tr><tr><td><input type="checkbox"/> Limited Partnership</td><td><input type="checkbox"/> S Corporation</td></tr><tr><td><input type="checkbox"/> Limited Liability Partnership</td><td><input type="checkbox"/> Other _____</td></tr></table>		<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Limited Liability Company								
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Corporation								
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> S Corporation								
<input type="checkbox"/> Limited Liability Partnership	<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
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	
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