

FSD Insurance Services - #4536000

## **Instructions for Agent Contracting**

To Avoid delay of approval, all forms must be completed in full.

Please complete the following documents by typing in fillable PDF:

- Application
- Bank Draft Authorization Form (Commission Deposit Form)
- W-9 Form
- 1099-Misc Withholding Exemption Certificate (Must be Completed)
- Agent Agreement
- Assignment of Commissions Agreement (if applicable)

## **Additional Documents Required:**

- A copy of your Current State License (Personal or Corporate)
- A copy of your Errors and Omissions Insurance Coverage

Please Return Documents to:

## **GBU Life**

sales@gbu.org

PO Box 645949 Pittsburgh, PA 15264-5257 412-884-5100 800-765-4428

> FSD Insurance Services Fax # 818-881-6973

Email: darren@fsdfinancial.com



# PRODUCER APPLICATION

NOTE this application MUST be completed in full.

Full Name				
		(First Name)	(Middle Initial)	(Last Name)
Business I	Name			
(Check box	for desi	red mailing address)		
		Address		
-		-	(Street, City, State	e, ZIP Code No PO Boxes)
Res	idence	Address	(Street City State	e, ZIP Code No PO Boxes)
			(Succe, Only, State	5, 211 33dd No 1 3 Boxesy
Cell Phone (Required)	e (	)	Business Phone ()	FAX ()
Residence	e Phon	e ( <u>    )                                </u>	E-Mail Address	
		,		
Date of Bi	rth	Sc	ocial Security #	or Taxpayer ID#
Do you ca	rry Erro	ors & Commissions cover	age No Yes	I State Insurance License #s
(Attach photo	осору)		(Attach photoc	
				ON OVER WHICH YOU HAVE EXERCISED CONTROL. IF YOU ANSW ELEVANT INFORMATION AND SUPPORTING DOCUMENTATION.
Yes	No		insurance license or securi eurance license denied by ar	ties suspended or revoked or have you ever had ny insurance department?
Yes	No	Have you ever had a con agency or do you anticip		h an insurance department, NASD or other regulator
Yes	No			urety Company, or errors and omissions insurer ou been refused surety bonding?
Yes	No		nvolved in any litigation or al al tax liens) against you?	re there any unsatisfied judgments or liens
Yes	No	Do you currently have a	pending bankruptcy or have	e you ever declared bankruptcy?
				found guilty of a felony or a crime including but not
Yes	No	limited to crimes involvir under indictment?	ng dishonesty, breach of true	st, or a violation of any federal law or are you now
Yes	No		ed, or other person claim an	y indebtedness from you as a result of any insurance
		transactions or busines	·	,,,,



ADDITIONAL INFORMATION
Married    Single    Spouse's Name
Professional Designation(s)
Honors / Awards
Activities / Hobbies
Years in Insurance BusinessWho Referred You to GBU?
FELONY STATEMENT  The Violent Crime Act of 1994 prohibits any person convicted of a felony involving breach of trust from engaging in
the business of insurance. Penalties may be imposed against any person who permits such participation. It is the responsibility of the GBU to receive certification from all producers that they have not been convicted of a felony. Therefore, please sign below, this information will be held in strict confidence and will only be disclosed if required by federal or state law.
I hereby certify that I have not been convicted of a felony and will inform you in the future if I am convicted of a felony.
X (Producer's Signature)
(Producer's Signature)
RELEASE AUTHORIZATION
<b>Q YES</b> , I hereby authorize the GBU to publish my name, address and phone number (as stated below) in conjunction with advertising and recognition programs of GBU's name, products and local papers.
<b>ONO,</b> I do not authorize GBU to publish my name or phone number.
X
(Producer's Name) (Producer's Signature)
(Address to be published if different from front.)
(Phone Number to be (Name of Local
ANTI-MONEY LAUNDERING  As required by the United States Treasury's USA PATRIOT ACT, it is necessary that every insurance producer complete an Anti-Money Laundering base training course and on-going refresher courses. Please indicate below if you have or have not completed an AML course.
I HAVE completed the base training course or a refresher course in Anti- Money Laundering within the past 3 years.
Name of course Administrator (for example: LIMRA)
Date Completed
I HAVE NOT completed an Anti-Money Laundering refresher course within the past 3 years.
I HAVE NOT completed any training course in Anti-Money Laundering.



## **AUTHORIZATION – FAIR CREDIT REPORTING ACT AND STATE LAWS**

By signing this application, I hereby acknowledge I have read a specimen copy of the proposed contract and all applicable supplements and addendums thereto to be entered into between myself and GBU Financial Life (GBU). I agree to be bound by all of the terms and conditions of such contract, supplements and addendums, a personalized copy of which will be subsequently forwarded to me by GBU. I agree not to solicit business until have been notified by GBU that I am authorized to do so.

I represent and warrant that all information and answers to questions are true and complete. Any marketing materials, which have not been provided by GBU, must be approved by the GBU Home Office prior to their use. I understand that any specimen sales brochures and material I have received are provided only for my personal examination of product provision and rates.

Please be advised that a consumer report or investigative consumer report may be obtained from a consumer reporting agency for the purpose of evaluating you for contract/ appointment or retention with GBU. This report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. Some of this information may be obtained by contacting and interviewing your present and previous employers, contracting organizations or references supplied by you or friends, neighbors and associates. Please be advised that if interviews are conducted to obtain some of the above-described information, you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the investigation. You also have the right to request a written summary of your rights to obtain and dispute information in consumer reports and to obtain credit scores. Depending on the state law, subjects of an investigative consumer report may have the right to: 1) request that they be interviewed in connection with the making of the report; and 2) receive a copy of the report, upon request.

I understand that if any of the material information I provided is found to be incorrect or incomplete, GBU may at its discretion not appoint and/or contract with me or terminate my appointment and/or contract.

APPLICANTS SIGNATURE: _	 	 
DATE:		



## Bank Draft Authorization (Otherwise known as Check-O-Matic)

The Insurer identified above will be referred to herein as the "Company."									
	☐ GBU Member	☐ GBU Producer—	Prod	ucer	Num	ber:			
Full Name of Bank									
	Type: ☐ Checking	☐ Savings							
Account	Routing Numb	er (9- <i>digit</i> s)							
Information	Account Numb	per							
	Withdrawal D	ate (Choose Day 1-28)							
A	Legal Name (First, M	iddle Initial, Last)							
Account Owner	Address (Street, City,	State, Zip)							

For new business initial payments, I authorize the Company to make an **immediate** withdrawal from the bank account listed upon receipt of this form.

I authorize the Company to

- 1) make electronic deposits, withdrawals and corrections to my bank account that comply with U.S. law;
- 2) act on this authorization until I revoke it by contacting the Company;
- 3) apply this authorization to any future bank accounts I may designate;
- 4) make administrative changes to this authorization which I request such as date and amount changes, or adding or removing contracts for automatic payment
- 5) release any and all information related to this authorization to the bank account owner or third-party account owner; and
- 6) act upon electronic deposit, withdrawal, and administrative instructions I provide to my representative.
- 7) Notice of debit amounts will not be mailed. Premiums paid to GBU will appear on the bank statement.

If this form is received less than ten (10) days prior to the withdrawal date you entered, your authorization shall take effect on the second occurrence of the mode you have selected. You further acknowledge that if you have selected a deduction to occur on day 29, 30 or 31, the Company will make the withdrawal on day 28.

Bank Account Owner's Signature	Signature	Date
	Legal Name (First, Middle Initial, Last)	
Signature (If joint account)		
	Signature	Date

### **GBU FINANCIAL LIFE**

www.gbu.org newbusiness@gbu.org PO Box 645949 Pittsburgh, PA 15264-5257 412-884-5100 800-765-4428



# Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income to	ax return). Name is re	quired on this line; do i	not leave this line blank.									
	2 Business name/disregarded entity	name, if different from	n above										
n page 3.	following seven boxes.						certa	4 Exemptions (codes apply only t certain entities, not individuals; se instructions on page 3):					
e.	single-member LLC						Exem	Exempt payee code (if any)					
충	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►												
Trust/estate    Individual/sole proprietor or single-member LLC						ГСА repo	orting						
cifi	Other (see instructions)	illouid check the appi	Topriate box for the tax	Classification of its own	ei.		(Applie	s to account	s mainta	ined outsid	e the (J.S.)		
) Spe	5 Address (number, street, and apt.	or suite no.) See instri	uctions.		Requeste	r's name							
See (							(ср. п.						
Ø	6 City, state, and ZIP code												
	7 List account number(s) here (option	nal)											
Pai	t I Taxpayer Identific	ation Number	(TIN)										
	your TIN in the appropriate box. T		• •	given on line 1 to av	oid	Social s	ecurity	number					
	up withholding. For individuals, this				or a				7 [				
	ent alien, sole proprietor, or disrega es, it is your employer identification				ot a		-		-				
TIN, la		Tridifiber (Liiv). If y	ou do not nave a nu	iliber, see riow to ge	n a O	r							
Note:	: If the account is in more than one	name, see the ins	tructions for line 1.	Also see What Name	_		er identi	fication	numb	er			
Numb	per To Give the Requester for guide	elines on whose nu	ımber to enter.								T		
							-						
Par	t II Certification												
Unde	r penalties of perjury, I certify that:												
2. I ar Sei	e number shown on this form is my m not subject to backup withholdir rvice (IRS) that I am subject to bac longer subject to backup withhold	ng because: (a) I an kup withholding as	n exempt from back	up withholding, or (b)	) I have no	t been	notified	by the	Inter				
3. I ar	m a U.S. citizen or other U.S. perso	on (defined below);	and										

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

		r, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments quired to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person ►	Date▶	

## **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



(EX) 11-19 (FI)

BUREAU OF INDIVIDUAL TAXES PO BOX 280601 HARRISBURG PA 17128-0601

## 1099-MISC WITHHOLDING EXEMPTION CERTIFICATE

20\_

THE PAYEE COMPLETES THIS FORM AND SUBMITS IT TO THE PAYOR. THE PAYOR KEEPS THIS FORM WITH THEIR RECORDS.

SEC	TION I PAYO	RINFORMATION					
Payor	Payor Name				FEIN		
Addre	SS						
City				State	ZIP Code		
SEC	TION II PAYEE	INFORMATION					
Payee	Name				Social Security Number or FEIN		
Addre	ss			l			
City				State	ZIP Code		
SEC	TION III EXEM	PTION REASON (mark only or	ne oval)				
•	0	elow, the payee certifies the reason usiness income, or lease payments:		come tax is not	required to be withheld on the payment		
0 0 0	Trust - PA Resident I am the fiduciary of the ab of the trust agreement by a  Estate - PA Resident	nt of Pennsylvania and I reside at the	olished by a Pennsylvania ill file a PA-41, Fiduciary I	resident at the ncome Tax Retu	ırn. See the instructions.		
	PA-41, Fiduciary Income To Not Subject to PA Inco	ax Return. See the instructions.	·	a rosident at the	unie of dedui. The estate will like d		
			wing reason.				
	Payee is a partnersh	ற் ip or multi-member limited liability co	mnany				
		ent with no PA-source income	mpany				
	•	ed entity owned by a corporation or p	partnership, or PA resident	t			
	Other: please provid	le reason					
SECTION IV CERTIFICATION OF PAYEE							
Payer Under best of	e must complete and si penalties of perjury, I decla	re that I have examined the informatit is true, correct, and complete. I fu			instructions and statements, and to the nat if the facts upon which this form are		
Payee's Name (print)  Payee's Title  Telephone Number							
Payee's Signature					Date		



REV-1832 IN (EX) 11-19

## **Pennsylvania Department of Revenue**

## **Instructions for REV-1832**

1099-MISC Withholding Exemption Certificate

## **GENERAL INFORMATION**

Tax withholding is required on certain payments of nonemployee compensation, business income and lease payments made to nonresidents.

Tax withholding is required on payments that exceed \$5,000 annually. Refer to Informational Notice Personal Income Tax 2017-01, for additional information about this withholding.

#### PURPOSE OF FORM

Use the REV-1832, 1099-MISC Withholding Exemption Certificate, to determine the residency status of individuals, estates or trusts or to identify the type of entity for determining whether Pennsylvania personal income tax withholding is required on payments of nonemployee compensation or lease payments, such as rents, royalties, bonus payments, damage payments, delay rents or other payments pursuant to a lease.

#### WHO MUST COMPLETE

The payee completes the REV-1832 and provides a copy to the payor. Payors must provide the REV-1832 to all payees for the payees to complete if the payor is not going to withhold on the payments to the payee.

## FORM INSTRUCTIONS

#### SECTION I

#### **PAYOR INFORMATION**

The payor must enter their name, address and federal employer identification number (FEIN) in the appropriate spaces provided on the form.

### **SECTION II**

### PAYEE INFORMATION

Payees must enter their name, address and Social Security number or FEIN in the appropriate spaces provided on the form. Disregarded entities should use the home address of the single owner.

## **SECTION III**

#### **EXEMPTION REASONS**

The payee must complete this section. A payee may select only one reason for being exempt from the withholding requirement.

### Individual – PA Resident

Mark the oval if you are a Pennsylvania resident individual.

### Trust - PA Resident

Mark the oval if you are the fiduciary of a trust established by a Pennsylvania resident at the time of death or a trust that was established by operation of a trust agreement by a Pennsylvania resident at the time the trust was formed and business income, rents or lease payments from the payor will be reported on the PA-41, Fiduciary Income Tax Return, of the trust.

#### Estate – PA Resident

Mark the oval if you are a personal representative in charge of an estate for a decedent who was a Pennsylvania resident at the time of death and business income, rents or lease payments from the payor will be reported on the PA-41, Fiduciary Income Tax Return, of the estate.

## **Not Subject to PA Income Tax**

Mark the oval if you are not subject to Pennsylvania personal income tax. Reasons for not being subject to tax may include:

- Payee is a corporation;
- Payee is a partnership or multi-member limited liability company;
- Payee is a nonresident who does not have PA-source income; or
- Other; provide reason (such as payee is a tax-exempt entity, a retirement plan or IRA).

Please use the following link for more information on who is not subject to Pennsylvania personal income tax: https://revenue-pa.custhelp.com. Type in "1099-MISC" in the search box for a list of Frequently Asked Questions.

#### **SECTION IV**

#### **CERTIFICATION OF PAYEE**

The payee must enter their name, title (if applicable), telephone number, sign, and date the form. The payor is then relieved of the withholding requirements if the payor relies in good faith on a completed and signed REV-1832 unless notified by the department that the form should not be relied upon. If the payor receives an incomplete certificate, the payor is required to withhold tax on payments made to the payee until a valid certificate is received.

## FORM RETENTION

Do not send this form to the PA Department of Revenue. The payor must retain the signed REV-1832 form for a minimum of four years or until the payee's status changes and must provide the form to the PA Department of Revenue upon request.

**CAUTION:** Failure to provide an Exemption Reason, failure to provide the payor with the REV-1832 form or failing to sign the REV-1832 form will not permit the payor to exempt the payee from withholding.

www.revenue.pa.gov REV-1832



## **Agent Agreement**

THIS AGREEMENT, between **GBU FINANCIAL LIFE** (hereinafter referred to as "GBU," "we," "our" or "us") and the Agent named in the Agreement (hereinafter referred to as Agent, "you," "your" or "yours"), collectively the "Parties," is subject to the following terms and conditions:

## I. AGREEMENT EFFECTIVE DATE

- A. This Agreement will become effective upon the execution of all Parties involved.
- **B.** This Agreement will remain in force until canceled by either you or GBU in accordance with the termination provisions or until replaced by a new Agreement.
- **C.** This Agreement replaces any and all previous Agreements between the Parties, with the exception that all monetary obligations to GBU will remain in full force and effect and be paid by the Agent as previously agreed; and, the Agent's right to commissions and overrides (if any) under the previous Agreement will remain in full force and effect until fully paid by GBU.

## II. RELATIONSHIP, RESPONSIBILITIES, AUTHORITY

## A. Appointment

GBU appoints you to solicit applications for membership in GBU as well as applications for life insurance, annuity or any other insurance contracts issued by GBU (the Insurance Contracts); to collect the initial premium on behalf of GBU; to deliver the Insurance Contracts when issued; and to service the Insurance Contracts. This may be done personally or through properly licensed and appointed Sub-Agents as described in B below.

#### **B. Sub-Agents**

You have the authority to recruit and recommend other Sub-Agents for appointment with GBU. Our relationship with such Sub-Agents will be set forth in written contracts between GBU and the respective Sub-Agent and will not be effective until the contract has been executed by the Sub-Agent and GBU. You have no authority to bind GBU to any contract with another Sub-Agent. We retain full authority to refuse to contract any proposed Sub-Agent or to terminate the contract with the Sub-Agent under the terms of that contract in our sole discretion. You are responsible for your Sub-Agent's compliance with the terms and conditions of the Agreement and for training and supervision of the Sub-Agent. You will be liable to GBU for any failure of your Sub-Agents to perform their obligations under their respective Sub-Agent Agreements.

# **GBU\$\Pi\**Life

## **Agent Agreement**, continued

## C. Relationship with GBU

The relationship of you and GBU is that of an independent contractor and nothing in this Agreement shall be construed to create the relationship of employer and employee between you and GBU or between GBU and any of your Sub-Agents or your employees. As an independent contractor, you will be free to exercise your own independent judgment as to the time, place and manner in which you perform any activities to recruit, solicit the sale of Insurance Contracts or service members of GBU. You will be responsible for any and all expenses incurred in your business. You and your Sub-Agents may do business with other companies subject to GBU Policies and Applicable Laws and you will not be a full-time salesperson of GBU. No deductions will be made for federal, state or local taxes of any sort from amounts due you. This Agreement does not create a legal partnership or joint venture between the Parties.

## D. Responsibilities

- 1. You agree to abide by the terms and conditions of this Agreement and any and all rules and practices of GBU as communicated by GBU rate books, instruction manuals, written or verbal communications and bylaws, as may be amended from time to time (collectively "GBU Policies").
- 2. You agree to abide by all local, state and federal laws and regulations in conducting business under this Agreement (collectively "Applicable Laws").
- **3.** You agree to conduct business under the Agreement in a professional and ethical manner; fairly and truthfully representing GBU at all times; and not adversely affecting the business reputation or good standing of either you or GBU.
- **4.** You agree to comply with GBU Policies and Applicable Laws regarding privacy, security and data protection. This includes, but is not limited to, compliance with the terms and conditions of the GBU Privacy Policy, using and disclosing nonpublic information about prospective, current or former members or applicants only in accordance with GBU Policies and Applicable Laws and maintaining physical and electronic safeguards to protect the information.
- **5.** You agree to promote the fraternal activities of GBU and encourage participation by members of GBU and others.
- **6.** You agree to secure and maintain in good standing all licenses, permits, registrations and continuing education requirements essential for the performance of duties under this Agreement.
- **7.** You agree to make proper delivery of Insurance Contracts issued by GBU in accordance with the GBU Policies and Applicable Laws.
- **8.** You agree to provide service to GBU members, beneficiaries and others regarding Insurance Contracts in accordance with the GBU Policies.
- 9. You are authorized to collect only the first premium on behalf of GBU. You will hold securely all monies received by you on behalf of GBU as a fiduciary. You will immediately forward such monies to GBU and not use or retain it for any other purpose. You will not receive any other premiums or pay the premium of any member or applicant other than yourself or a family member.
- **10.** You agree to maintain complete and separate records for GBU in accordance with the GBU Policies. You agree to provide GBU with access to such records within five (5) days of request.
- **11.** You agree to participate in educational programs required by GBU.
- **12.** You agree that you will not benefit as a beneficiary or otherwise, except for commissions under this Agreement, from any Insurance Contract you sell or service, an Insurance Contract of a family member or as otherwise approved in writing by



GBU in accordance with the GBU Policies. You agree to take any necessary steps to disclaim or return any benefit prohibited under this paragraph.

- **13.** You agree to assist GBU in compliance with Applicable Laws including, but not limited to, cooperating with any investigations or information requests by regulators or others.
- **14.** You agree to inform GBU of any information relating to the underwriting of a risk or any notice of any potential, threatened or actual litigation or dispute or any regulatory inquiry relating to GBU business, Insurance Contracts, any Sub-Agent or other GBU Agent, or this Agreement.

## E. Limitations of Authority

You agree that you are not authorized to:

- 1. Make, alter, modify, waive or change any question, statement or answer on any application for an Insurance Contract, the terms of any receipt given thereon, or the terms of any policy or contract;
- **2.** Extend or waive any provision of any Insurance Contract or the time of payment of premiums;
- 3. Use, publish or circulate anything other than GBU's authorized advertising material and literature in connection with GBU's Insurance Contracts or business, without receiving prior written consent from GBU;
- **4.** Pay any claim, bind GBU by any promise or Agreement, incur any debt, expense or liability on behalf of GBU, or put GBU's name on any contractual commitment (such as a credit card, a lease, telephone or utility accounts, etc.) except as specifically authorized in writing by GBU;
- **5.** Receive any money for GBU except for initial premiums as provided in this Agreement as specifically authorized in writing by GBU; or
- **6.** Transfer or assign any right or interest under this Agreement without receiving prior written consent from GBU.

#### III. TERRITORY

You are authorized by GBU to solicit business in any state where 1) GBU does business or becomes licensed to do business, and 2) you are properly licensed and approved. You do not have exclusivity in any area and GBU may appoint or assign other authorized GBU Agents in any area where GBU does business or becomes licensed to do business.

## IV. MAINTAINING INSURANCE

- **A.** You agree to maintain Errors and Omissions insurance (E&O) with a reputable insurer acceptable to GBU with policy limits of at least \$1 million per claim or occurrence and \$1 million aggregate or such higher amounts as may be required by Applicable Laws or the GBU Policies.
- **B.** At time of execution of this Agreement and upon request, you agree to provide GBU with satisfactory evidence of insurance under this section.

#### V. TERMINATION

This Agreement can be terminated by either Party immediately with or without cause upon written notice to the other Party.

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# **GBU**\$\text{Life}\$

## **Agent Agreement**, continued

## VI. COMPENSATION

You will be paid commissions according to the terms and conditions of the attached Schedule of Commissions or your assignee, as designated in the Assignment of Commissions Agreement ("Assignment Agreement") currently in effect, will be paid commissions.

- A. Personal Production—After this Agreement becomes effective, you will be paid a commission equal to the amount determined by applying the percentage shown in the attached Schedule of Commissions to premiums paid on the Insurance Contracts on which you have written the application and delivered the Insurance Contracts under the terms of this Agreement and all state regulations.
- **B. Override Commission**—After this Agreement becomes effective, you will be paid an override commission on Insurance Contracts sold by your Sub-Agents equal to the difference between the commissions specified in the attached Schedule of Commissions and the commissions paid to the writing Sub-Agents assigned to you.

## VII. GBU PROPERTY

All books, accounts, documents, letters, papers, records or electronic media connected with the business of GBU which you or your Sub-Agent are in the possession of, are the property of GBU. Such property shall, and at any and all times, be subject to inspection by GBU or its representatives upon at least five (5) days' notice. You agree to turn over to GBU or its representatives all GBU property upon request.

#### VIII. CONFIDENTIAL INFORMATION AND TRADE SECRET INFORMATION

- A. "Confidential Information" is defined as all information that is not readily available to or generally ascertainable by the public, and all information in whatever form, whether or not identified as such, possessed by GBU and/or its affiliates, pertaining to GBU's members and/or other individuals seeking to obtain contracts, services or benefits from GBU and/or its affiliates, as well as GBU's proprietary information. Confidential Information includes, but is not limited to: 1) all information contained in GBU's and/or its affiliates' member lists, contacts and leads, including, with respect to any member or lead, the name, address, telephone number, social security number of such, as well as the fact that the individual has applied for, is insured under, or has purchased an Insurance Contract issued by GBU; 2) all information specifically designated as being personal or confidential.
- **B.** "Trade Secret Information" is defined as any information or compilation of information possessed by GBU and/or its affiliates which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosures or use.
- **C.** You agree that, while this Agreement is in effect and at all times thereafter, you, along with your employees, Sub-Agents, contractors and consultants, will not disclose any Confidential Information and/or Trade Secret Information to any other party, except as expressly authorized by GBU. You agree to promptly report any breach of Confidential Information and/or Trade Secret Information to GBU.

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- **D.** You represent and warrant that you will comply with Applicable Laws, GBU Policies and GBU Privacy Notices regarding the use and disclosure of Confidential Information and/or Trade Secrets.
- **E.** All Confidential Information and/or Trade Secret Information of GBU shall remain the sole and exclusive property of GBU. No right, title or interest in the Confidential Information and/or Trade Secret Information shall be conveyed by release, access or creation of the Confidential Information and/or Trade Secret Information. Nothing in this Agreement will limit in any way the additional protections of Confidential Information and/or Trade Secret Information under any Applicable Laws.
- **F.** Non-approved access or disclosure of Confidential Information and/or Trade Secret Information by you or any of your Sub-Agents, employees, contractors or consultants constitutes a breach of this Agreement.

## IX. INDEMNIFICATION

You agree that you and your heirs, executors, administrators, legal representatives or assignees hold GBU harmless and indemnified of and from all liability, loss, damage or expense ("Costs") incurred or arising out of the direct or indirect acts or omissions of you or any Sub-Agents while acting in the capacity of an Agent for GBU. This shall include, but not be limited to, Costs incurred by GBU due to:

- **A.** any breach or misuse of the limitations, authorizations, responsibilities or instructions contained in this Agreement;
- B. enforcement of any covenants and conditions of this Agreement;
- **C.** your willful or negligent acts or omissions with respect to the business under this Agreement; or
- **D.** your failure to comply with the terms of this Agreement.

GBU shall have the right to withhold all compensation then due under this Agreement and apply such compensation to amounts due GBU under this Agreement.

## X. MISCELLANEOUS

- **A.** You agree, that in addition to other remedies and damages available, GBU will be entitled to recover its costs of enforcement or defense, including actual attorney fees, in the event you and/or any of your Sub-Agents breach any term of this Agreement.
- **B.** GBU's failure to exercise any rights hereunder shall not constitute a waiver of any right, condition or obligation of you and/or any of your Sub-Agents under this Agreement.
- **C.** In the event that you and/or any of your Sub-Agents become indebted to GBU for any reason, any and all commissions due, or which may become due, shall be applied against such indebtedness. Should such indebtedness total a greater amount than commissions so due, then such obligation is acknowledged as a valid claim against you or your estate.

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- **D.** This Agreement is a result of negotiation between, and preparation by, both of the Parties, and if it is determined that an ambiguity is contained herein, then such ambiguity shall not be construed against any Party as the preparer thereof.
- **E.** The Laws of the Commonwealth of Pennsylvania shall govern any interpretation or construction of this Agreement.
- **F.** Any dispute between the Agent and GBU arising out of this Agreement which cannot be settled by negotiation will be resolved exclusively by mediation and arbitration under the Rules of the American Arbitration Association. Said mediation and arbitration will be held in Pittsburgh, Pennsylvania. The arbitrator's award will be final, binding and enforceable, unless otherwise held by a court of competent jurisdiction to be illegal or void.

This Agreement, signed by you and GBU, constitutes the entire contract between Parties and can be modified or varied only in writing and signed by you and GBU.

IN WITNESS WHEREOF, the Agent and two (2) GBU National Officers have executed this Agreement with their signatures. This Agreement will be in effect upon completion of all signatures and GBU's corporate seal being affixed hereto.

Agent GBU License Number:	
Agent (Type or Print)	Date
Agent (Signature)	
Agent (Signature)	Date
General Agent (Signature)	Date
GBU National Officer	Date
GBU National Officer	 Date

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# GBU\\\Life

## **Agent Agreement**, continued

## **Schedule of Commissions**

Any commissions to which you may be entitled shall be paid to you upon 1) approval/issuance of the Insurance Contract and 2) upon receipt of initial premium for the Insurance Contract.

- **A.** Loyalty Bonus Conversion—the writing agent shall receive a commission percentage (%) as specified by GBU at time of conversion.
- **B.** No override commission shall be paid to the Agent on the amount transferred to a Loyalty Bonus Annuity from an existing GBU Contract.
- **C.** External funds being added to a Loyalty Bonus annuity will be paid commission as stated on the Commissions Schedule made part of your Agent Agreement.

## **Chargeback of Commissions**

## Life Insurance

- A. Whole Life, Youth 3 Pay Life, Annual Renewable Term and Select Term Insurance Contracts—One hundred percent (100%) of commission paid will be charged back upon death, termination, surrender or lapse of the Insurance Contract within the first six (6) months of contract issue. Fifty percent (50%) of commission paid will be charged back upon death, termination, surrender or lapse of Insurance Contract from the seventh (7th) to twelfth (12th) months of issue.
- **B. Single Premium Whole Life Insurance Contracts**—A commission chargeback will occur if death occurs or the Insurance Contract is surrendered within the first two (2) contract years.
- **C.** One hundred percent (100%) of commission will be charged back on any life Insurance Contract returned under the Free-Look Provision.

## **Annuities**

- **A.** One hundred percent (100%) of commissions paid will be charged back upon termination or surrender of the Contract during the first (1st) contract year, except for scheduled, recurring annuity withdrawals and Required Minimum Distribution (RMD) payments.
- **B.** One hundred percent (100%) of commissions paid will be charged back upon the death of the annuitant during the first (1st) contract year.

## **Termination of Agent Agreement**

Following termination of the Agent Agreement, Agent will receive any earned but unpaid firstyear, renewal or trail commissions in accordance with the Schedule of Commissions except as follows:

**A. Personal Production**—only first-year life commissions shall be paid upon termination of the Agent who has less than \$50,000 premium-paying life insurance premiums in force at the time of termination of this Agreement, and no further renewal commissions or trail commissions will be paid by GBU.



**B. Forfeiture of Commissions**—All vesting of commissions, renewals and trail commissions shall be null and void and all monetary obligations of GBU to the Agent or Sub-Agent shall end upon Agent replacing or inducing any other Agent or Sub-Agent to replace GBU business in violation of Applicable Laws or GBU Policies or if the Agent Agreement is terminated due to a violation of Applicable Laws or GBU Policies.

Any outstanding lien against the Agent is required to be repaid to GBU within thirty (30) days of the Agreement termination date.

This commissions schedule is an addendum to your Agent Agreement. This can be changed. Commissions will be paid according to this schedule after the effective date of the Agreement.

LIFE INSURANCE Permanent	FIRST YEAR	RENEWALS Years 2-10	SERVICE FEES Years 11 & After			
Whole Life	90%	5.00%	2.00%			
20 Pay Life	90%	5.00%	2.00%			
Life Paid Up at 65	90%	5.00%	2.00%			
10 Pay Life	65%	5.00%	2.00%			
Single Premium Whole Life (SPWL)	4.50%	N/A	N/A			
SPWL 76+	2.50%	N/A	N/A			
Youth 3 Pay Life	4.50%	Same as First Year	N/A			
Whole Life-High Cash Value	80%	5.00%	2.00%			
LIFE INSURANCE Term						
10-Year Term	70%	1.50%	2.00%			
15-Year Term	70%	1.50%	2.00%			
20-Year Term	70%	1.50%	2.00%			
30-Year Term	70%	1.50%	2.00%			
35-Year Term	70%	1.50%	2.00%			
Annual Renewable Term (ART)	65%	3.00%	2.00%			
LIFE INSURANCE Riders will be paid according to base policy commission except Spousal Term and Paid Up Additions. Spousal Term commission will be paid at your rate of 20-year Term and the Paid Up Additions at the Single Premium Whole Life rate						

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ANNUITIES	FIRST YEAR	DEPOSITS AFTER 1ST YEAR	LOYALTY BONUS
Preferred 8 0-75	3.00%	1.50%	1.00%
Preferred 8 76+	1.50%	0.75%	1.00%
Preferred 5 0-75	2.00%	1.00%	0.50%
Preferred 5 76+	1.00%	0.50%	0.50%
Single Premium Immediate Annuity (SPIA) 10+ Years	2.00	N/A	N/A
SPIA 5-9 Years \$100k	1.40%	N/A	N/A
SPIA 5-9 Years \$50K	1.00%	N/A	N/A

Agent GBU License Number:	
Agent (Type or Print)	Date
Agent (Signature)	Date
General Agent (Signature)	Date
GBU National Officer	Date
GBU National Officer	Date

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## **Assignment of Commissions Agreement**

GBU Financial Life, located at 4254 Saw Mill Run Boulevard, in the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, hereinafter called "GBU," and

Allegrierry and	Commonwealth of Ferms	ocated in	Jalled GDO, allo	ı		
GBU Producer N	lame (Assignor)	City		State ,		
and "Assignee"	Assignee	, of		,,		
	Assignee	Ci	ty	State		
Both Assignor	and Assignee hereby agre	ee as follows:				
	ent of any commission her ent Agreement.	reafter due to the As	signor shall be m	ade in accordance		
and shall m	receipt of such commission take distribution or payments as they may agree.					
3. That payme to Assignor	That payment made as above described shall constitute full and complete payment by GBU to Assignor and shall forever and completely discharge GBU of and from any and all liability for commissions arising from the transactions as noted upon such commission statement.					
4. That the As	sions arising from the tran signor will look solely to t s of commissions so agre	he Assignee, as a fid	-			
5. That Assign from any cla	That Assignee and Assignor shall hold harmless GBU, its successors and assigns, of and from any claim, demand, accounting, suit, action or regulatory action involving the payment					
6. That Assign	such commissions or dist nor and Assignee represe aws and regulations.		the assignment co	omplies with all		
(Seal)						
Date:		Ву:	National Office	 er		
Approved:						
National Officer			Assignor			

## **GBU FINANCIAL LIFE**

Assignee

www.gbu.org newbusiness@gbu.org PO Box 645949 Pittsburgh, PA 15264-5257 412-884-5100 800-765-4428



## Addendum to Schedule of Commissions

This commission schedule is an addendum to your Agency or Agent Agreement and can be changed. Where a change in commission is communicated to the Agency or Agent, the Agency or Agent has seven days from receipt of this change to communicate non-acceptance. If GBU does not receive such communication in writing within the stated period, GBU will deem the Agency or Agent to have accepted the change.

Commissions will be paid according to this schedule after the effective date of the MYGA launch. Any commissions to which you may be entitled shall be paid to you upon 1) approval/issuance of the Insurance Contract and 2) upon receipt of the initial premium for the Insurance Contract.

## **Chargeback of Commissions**

- **A.** One hundred percent (100%) of commissions paid will be charged back upon termination or surrender of the Contract during the first (1st) contract year, except for scheduled, recurring annuity withdrawals and Required Minimum Distribution (RMD) payments.
- **B.** One hundred percent (100%) of commissions paid will be charged back upon the Owner's death during the first (1st) contract year.

## **Termination of Agreement**

Following termination of the Agent or Agency Agreement, the Agent or Agency will receive any earned but unpaid first-year or trail commissions in accordance with the Addendum to the Schedule Commissions except as follows:

A. Forfeiture of Commissions—All vesting of commissions, renewals, and trail commissions shall be null and void and all monetary obligations of GBU to the Agent or Sub-Agent shall end upon Agent replacing or inducing any other Agent or Sub-Agent to replace GBU business in violation of applicable Laws or GBU Policies or if the Agent or Agency Agreement is terminated due to a violation of applicable Laws or GBU Policies.

Any outstanding lien against the Agent or Agency is required to be repaid to GBU within thirty (30) days of the Agreement termination date.

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Duration		Upfront	Trail
		IMO01	IMO01
2	0-80	1.20	0.60
	0-80 Renewal	0.60	0.35
	81-90	0.50	0.20
	81-90 Renewal	0.30	0.35
	91-95	0.25	0.10
	91-95 Renewal	0.25	0.35
3	0-80	1.80	0.70
	0-80 Renewal	0.85	0.35
	81-90	0.85	0.30
	81-90 Renewal	0.65	0.35
	91-95	0.45	0.15
	91-95 Renewal	0.45	0.35
4	0-80	1.80	0.70
	0-80 Renewal	0.85	0.35
	81-90	0.85	0.30
	81-90 Renewal	0.65	0.35
	91-95	0.45	0.15
	91-95 Renewal	0.45	0.35
5	0-80	2.50	0.80
	0-80 Renewal	1.10	0.35
	81-90	1.10	0.40
	81-90 Renewal	0.90	0.35
	91-95	0.45	0.15
	91-95 Renewal	0.45	0.35

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