

**We welcome you to Forethought Life Insurance Company!** Checking each item will help to ensure that we have all the information necessary to process your appointment in an expedient manner.

**Marketing Organization Name**

**Marketing Organization ID#**

**Attached are the forms to appoint**

Agents - Please return all completed contracting documents to your Marketing Organization.  
Agents should not submit contracts directly to Forethought

**Marketing Organization: Please send the following forms along with this completed checklist directly to Forethought**

**FAX To: 1.815.282.3309**

- Signed and fully completed copy of the Agency/Agent Agreement
- Signed and fully completed copy of the Hierarchy Information Sheet
- Signed copy of Commission Advancing Agreement
- Signed copy of Forelife Schedule of Commissions  
*\*Not required for LO/non-direct pay agents*
- Signed copy of MedSupp Schedule of Commissions
- Copy of all applicable individual and agency licenses
- Copy of voided check for ACH deposits  
*\*Not required for LO/non-direct pay agents*
- Written explanation and/or court documentation for any questions answered "yes" in the Agent Statement section
- Copy of Forethought University certification page
- Guaranty Agreement  
*\*applicable to Marketing Organization Levels Only*



## Forethought Life Insurance Company AGENCY/AGENT AGREEMENT FOR INSURANCE SALES

This Agreement is entered into between Forethought Life Insurance Company, a life insurance company organized under the laws of the State of Indiana, having its principal office at 300 N. Meridian Street, Suite 1800, Indianapolis, Indiana 46204 (hereinafter referred to as "Company," "us," "we," or "our"), and the Independent Marketing Organization, Agency or Agent identified in the Appointment Data and Information section of this Agreement (hereinafter referred to as "Agent", "Agents", "you" or "your"). This Agreement shall be effective upon its acceptance and/or execution by Company at its administrative offices located in Batesville, Indiana. It is agreed by the parties as follows:

### APPOINTMENTS, AGENTS AND INDEPENDENT CONTRACTOR STATUS

**APPOINTMENT.** Company appoints you as one of its Agents for the purpose of procuring, in person and through agents appointed by us or assigned to you by us, applications for the type(s) of insurance contracts identified in the Type of Insurance Contract Selling Authority Requested section of this Agreement (hereinafter referred to as "insurance contract" or "insurance contracts") which will be issued by Company. For the purposes of this Agreement, the term "application" shall include enrollment of persons for individual or group insurance contracts. You and your agents appointed by us may not begin solicitation of insurance contracts until such time as we have issued a letter confirming the appointment(s).

**INDEPENDENT CONTRACTOR, TAXES AND OTHER OBLIGATIONS.** You are an independent contractor and nothing contained in this Agreement shall be construed to create the relationship of employer and employee between you, or any other agent, and us. You shall be free to exercise independent judgment as to the persons from whom applications for insurance contracts will be solicited, and the time and place of such solicitations. You shall make and file all reports and returns required by any federal or state statute or regulation pertaining to withholding taxes, unemployment insurance, pension and profit sharing plans, and shall pay all taxes, contributions, interest, or penalties thereunder in connection with the wages, salaries, or other remuneration paid or allowed by you to employees or appointees of yours or to others. You assume full responsibility and exclusive liability for failure to comply with any such applicable statutes or regulations.

As an independent contractor and not an employee of ours, all agency expenses, including but not limited to rentals, transportation, salaries, attorney or legal fees which pertain to the administration of your business, postage, advertising, agent licensing fees and/or agent occupational taxes, shall be your liability and not ours.

**APPOINTMENT OF AGENTS.** Your subordinate agents (hereinafter referred to as "agent" or "agents") include: (a) agents assigned to you by us and (b) agents appointed by you and approved by us subject to the terms of this Agreement, provided you maintain a valid license and appointment as our agent in each state in which you appoint any such agents. Each agent whom you appoint must be validly licensed and execute a written agent's agreement directly with us, and such agreement shall be effective only when also executed by us. You have no authority to modify or amend any part of such agreement. We reserve the following rights which may be exercised at our sole discretion without liability to you: (a) to refuse to contract with any proposed agent; and (b) to terminate our agreement with any of your agents under the terms of such agreement.

**NONEXCLUSIVE TERRITORY.** You are authorized to do business under the conditions of this Agreement in any state in which we are authorized to do business and to issue the specific insurance contract you intend to sell provided you are properly licensed in such state to

sell such insurance contract. No territory is exclusively assigned. We reserve the right to withdraw from all or any portion of any state(s) at our discretion without liability to you.

**RESPONSIBILITIES OF AGENTS.** You shall be responsible for the fidelity and honesty of all of your agents. All monies collected, received, or which otherwise come into your control or the control of your agents, which belong to us, our insurance contract or insurance certificate owners (hereinafter referred to as a "insurance contract owner" or as "insurance contract owners") or applicants shall be securely held in a fiduciary capacity and shall not be used for any personal or other purposes whatsoever, but shall be immediately paid over to us. You guarantee the payment to us of all monies intended for or owing to us, our insurance contract owners, prospective insurance contract owners, or applicants that are collected, received, or otherwise come into your control or the control of your agents.

**RESTRICTED AUTHORITY OF AGENTS.** Your right, power, or authority to act on our behalf shall exist only as expressly stated in this Agreement. No right, power, or authority shall be implied either from the grant or denial of powers specifically mentioned herein or the failure to mention any right or power herein. You agree that you and your agents are without authority to do or perform and expressly agree not to do or perform the following acts on our behalf: (a) incur any indebtedness or liability; (b) make, alter, or discharge any insurance contract or other contracts; (c) waive forfeitures; (d) quote rates other than as quoted by us; (e) extend the time for payment of any premium; (f) waive payment in cash; (g) guarantee dividends; or (h) deliver any insurance contract more than ten (10) days after issuance by us or fail to promptly return the delivery receipt to us. Further, you agree that you and your agents shall not: (i) violate the insurance laws of any state in which you or your agents may be soliciting applications for insurance contracts; (j) withhold any of our, the insurance contract owner's, prospective insurance contract owner's or applicant's monies or property; (k) rebate or offer to rebate all or any part of a premium on our insurance contracts; (l) induce or attempt to induce any of our insurance contract owners to discontinue payment of premiums or to relinquish any insurance contract; (m) induce or attempt to induce any of our agents to leave our service; (n) perpetrate any fraud against us or our insurance contract owners, prospective insurance contract owners or applicants; (o) fail to provide contract disclosure documents to insurance contract applicants as required by the Company or applicable state law; (p) fail to provide compensation disclosure to insurance contract applicants as required by state law; or (q) violate any Policies and Procedures of the Company.

### COMMISSIONS AND CHARGEBACKS

**COMMISSIONS.** You shall be paid commissions on premiums paid to and received by us, in accordance with the Schedule of Commissions attached hereto and made a part hereof. We reserve the right, in our sole discretion, to amend the Schedule of Commissions at any time; provided, however, that any such change shall only be effective for commissions payable on applications dated after the effective date of such change. Commissions shall be paid hereunder only for so long as you or your agent are the agent of record. Commissions are subject to chargeback in accordance with the Schedule of Commissions. You agree that if we determine, in our sole discretion, that your agent has not properly been paid commissions by you, we have the right to reduce your future commissions by the amount to which your agent is entitled. Commissions shall be payable hereunder only in accordance with the Schedule of Commissions and shall not be allowed on premiums waived or commuted by reason of death, disability, or exercise of insurance contract options. Commissions that become payable shall be paid to you, your executors, administrators, or assigns; however, neither this Agreement nor any benefits to accrue

hereunder may be assigned or transferred, either in whole or in part, without our prior written consent. In no event will you be entitled to receive commissions that revert to you from your terminated agents in excess of the amount such terminated agents would have received under the provisions of their agent agreements with us; provided, however, that this shall not impair any right you may have to receive override commissions on any insurance contracts written by the terminated agent which remain in force after the date of such agent's termination.

**SET-OFFS AND CHARGEBACKS AGAINST COMMISSIONS.** You agree that we may, at any time, set-off against commissions due or to become due to you, or to anyone claiming through or under you, any amount due from you or your agencies or agents to us including any chargebacks. If not set-off, all such amounts shall be paid to us within thirty (30) days of written request therefor. You also understand, acknowledge and agree that you remain legally obligated to immediately reimburse any upline IMO, agency or agent for the full amount of any chargebacks due and owing to us under this Agreement which such IMO, agency or agent has paid on your behalf. We do not waive any of our rights to pursue collection of any indebtedness owed by you or your agencies or agents to us. In the event that we, or any upline IMO, agency or agent, elect to refer such indebtedness to outside collections and/or to initiate legal action to collect any indebtedness of you or your agencies or agents, you shall reimburse us or the upline IMO, agency or agent, as applicable, for reasonable costs of collection, attorney's fees and expenses in connection therewith. This provision shall remain in full force and effect regardless of any termination of this Agreement.

**STATEMENT OF ACCOUNT.** We will furnish you a copy of your commission account weekly provided that transactions occur in your account during the previous week. Unless you notify us in writing within thirty (30) days of the issue date of each statement of any differences between such statement and your account, you shall have waived the right to contest the accuracy, correctness, and basis of the statement. Such statement shall be competent and conclusive evidence of the status of your account.

#### **ADVERTISING AND ADMINISTRATION**

**REPRESENTATION.** You and your agents will not represent yourself as holding any professional or trade certification that implies expertise in financial matters relating specifically to persons 65 or older, including but not limited to "certified senior advisor," until and unless you provide us with complete information regarding the nature of such certification and we approve in writing the use of such certification in connection with the sale of our products.

**RESERVATIONS.** We reserve the following rights at our discretion without liability to you: (a) to change commissions on any insurance contract form or rider upon furnishing notice to you, but such change shall not affect applications received by us prior to such notice, (b) to withdraw any insurance contract forms; (c) to change our premium rates; (d) to reject insurance contract applications or premiums without specifying cause; and (e) to adopt policies and procedures from time to time relating to any matter not otherwise covered in this Agreement.

**ADVERTISING.** You, your agencies and agents shall not use or authorize any advertisement, circular, news release or other communication using our name or our product names (whether written, oral, audio, or visual) without prior written approval by us.

**PERSONAL PROPERTY AND FUNDS.** All application and insurance contract forms, related advertising and marketing materials, books, documents, vouchers, receipts, lists, notices, or other papers of any kind used by you in any transaction involving us and any other personal property furnished by us shall remain our property, shall be open to inspection by us at all times, and shall be returned to us at termination of this Agreement along with all uncollected premium receipts and undelivered insurance contracts sent to you for delivery and collection.

#### **MISCELLANEOUS**

**LEGAL ACTION.** You may not institute any administrative or legal proceedings on our behalf without our prior written approval. If any administrative or legal action is brought against you or us, or both jointly, by reason of any alleged act, fault, or failure by you in connection with your activities hereunder, we may require you to defend such action at your expense. If we bring any administrative or legal action, or both, by reason of an alleged act, fault, or failure by you in connection with your activities hereunder, we may require you to hire and pay an attorney, subject to our approval, who will represent us. However, at our option, we may defend or institute any such action and expend such sums, including attorney fees, as may in our judgment be necessary and you will be required to reimburse us for all such amounts.

**INDEMNIFICATION.** You hereby agree to, at all times hereafter, defend, indemnify and hold harmless the Company, its affiliates and their respective employees, officers, directors and shareholders from all claims, liability or loss which result from your real or alleged negligent or willful acts, or your errors, omissions or breach of any provision of this Agreement and such acts, errors, omissions or breaches of your servants, agents or employees, in the performance of duties under this Agreement. Claims, liability or loss includes, but is not limited to, all costs, expenses, attorney fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the law of the state where any claim or suit is filed which seeks recovery of punitive damages against us) and any other expense or expenditure incurred by us as a result of your performance or failure to perform, or the performance or failure to perform of your agencies or agent(s), under the terms of this Agreement. This indemnification will be in addition to any liability you may otherwise have.

We hereby agree to, at all times hereafter, defend, indemnify and hold you and your employees, officers, directors and shareholders harmless from all claims, liability or loss which result from our real or alleged negligent or willful acts, or our errors, omissions or breach of any provision of this Agreement, and such acts, errors, omissions or breaches of our servants, agents or employees, in the performance of duties under this Agreement. Claims, liability or loss includes all costs, expenses, attorney fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the law of the state where any claim or suit is filed which seeks recovery of punitive damages against you) and any other expense or expenditure incurred by you as a result of our performance under the terms of this Agreement. We agree to provide you with insurance contracts that to the best of our knowledge and belief meet all applicable minimum insurance code and regulatory compliance requirements.

**TERMINATION.** This Agreement may be terminated without cause by either party upon at least thirty (30) days prior written notice, or immediately, upon written notice, for cause. This Agreement shall terminate for cause in the event of your breach of any provision of this Agreement. Such termination shall not impair your right to receive commissions on insurance contracts previously procured except if termination is because of your breach of any provision of this Agreement in which case commissions will not be paid after date of termination. Commissions payable hereunder after the termination of this Agreement shall be paid only so long as such commissions exceed \$300 during any calendar year. After termination of this Agreement, all amounts owed to us hereunder are due and payable immediately without further notice or demand.

**COMPLAINTS AND INVESTIGATIONS.** You shall cooperate fully in any insurance regulatory investigation or proceeding or judicial proceedings arising in connection with the insurance contracts marketed under this Agreement. Without limiting the foregoing:

- (a) You will promptly notify the Company of any written customer complaint or notice of any regulatory investigation or proceeding or judicial proceeding received by you or your

agent in connection with any insurance contract marketed under this Agreement or any activity in connection with any such insurance contract.

(b) In the case of a customer complaint, you will cooperate in investigating such complaint and any response by you to such complaint will be sent to the Company for approval not less than five business days prior to its being sent to the customer or regulatory authority, except that if a more prompt response is required, the proposed response shall be communicated by telephone or facsimile.

(c) The provisions of this section shall remain in full force and effect regardless of any termination of this Agreement.

**CUSTOMER INFORMATION.** You shall treat customer information as confidential as required by applicable law and by the Company, as described in the Company's privacy notices and in accordance with the Company policies and procedures. You shall also take reasonable and appropriate steps to establish and implement administrative, physical and technical procedures to ensure the confidentiality, security and integrity of customer information in accordance with applicable law. You agree to comply with the Company's terms of use, policies and procedures with respect to use of Company electronic systems and databases providing access to customer information by you, your employees, and agents and shall promptly report to the Company any breach of security related to such systems and databases of which you becomes aware. You may use customer information only for the purpose of fulfilling your obligations under this Agreement. You will limit access to customer information to your employees, agents and other parties who need to know such customer information to permit you to fulfill your obligations under this Agreement and who have agreed to treat such customer information in accordance with the terms of this Agreement. You shall not disclose or otherwise make accessible customer information to anyone other than to the individual to whom the information relates (or to his or her legally authorized representative) or to other persons pursuant to a valid authorization signed by the individual to whom the information relates (or by his or her legally authorized representative), except as required for you to fulfill your obligations under this Agreement, as otherwise directed by the Company, or as expressly required by applicable law.

For purposes of this Agreement, "customer information" means information in electronic, paper or any other form that you or your agents obtained, had access to or created in connection with your obligations under this Agreement regarding individuals who applied for or purchased insurance contracts. Customer information includes nonpublic personal information, and protected health information, as defined in applicable law. Customer information may also include, but is not limited to, information such as the individual's name, address, telephone number, social security number, as well as the fact that the individual has applied for, is insured under, or has purchased an insurance contract issued by the Company. Customer information does not, however, include information that is (1) generally available in the public domain and is derived or received from such public sources by you; (2) received, obtained, developed or created by you independently from the performance of your obligations under this Agreement; (3) disclosed to you by a third party, provided such disclosure was made to you without any violation of any independent obligation of confidentiality or applicable law of which you are aware.

For purposes of this Agreement, "applicable law" means any state or federal law, rule or regulations including, but not limited to, state insurance law and regulations and the Gramm-Leach-Bliley Act and related federal regulations.

**ANTI-MONEY LAUNDERING PROGRAM.** You agree that you will remain in compliance with all applicable anti-money laundering laws and regulations. You further agree to fully cooperate and assist the Company in implementing and carrying out its anti-money laundering program as applicable to your activities under this Agreement including providing requested customer information, following customer identification procedures, and cooperating with the required training of agents and employees including providing any requested certification and information regarding such training.

**ENTIRE AGREEMENT AND CHOICE OF LAWS.** Forbearance or negligence by us to insist upon compliance by you with any of the terms and provisions in this Agreement shall not be construed as or constitute a waiver thereof. This Agreement shall be interpreted in accordance with, and governed by, the laws of the State of Indiana. Unless otherwise provided, all matters to be performed by us under this Agreement shall be performable at our office in Batesville, Indiana. Any amount due to either party under this Agreement shall be payable at our office in Batesville, Indiana. Any suit arising under this Agreement between you and us shall be instituted and litigated in Ripley County, Indiana.

This Agreement supersedes all prior agreements, either oral or written, between the parties relating to the subject matter hereof, and except for any amendment of the Schedule of Commissions pursuant to the terms of this Agreement, may not be modified in any way unless by written agreement signed by the parties to this Agreement.

All agreements between you and us are contained in this Agreement, including the following exhibits (if applicable) which are attached hereto and made a part hereof: (a) Schedule of Commissions; and (b) Corporate Independent Marketing Organization Guaranty Agreement.

In the event that any provision or clause of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**ASSIGNMENTS; RIGHTS AND REMEDIES ARE CUMULATIVE.** You may not assign your rights or duties under this Agreement without the prior written consent of the Company. The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws.

**NOTICES.** Any notices required under the terms of this Agreement shall be sent, if to the Agent at the address set forth in the Appointment Data and Information section of said Agreement, and if to Company at: Forethought Life Insurance Company, One Forethought Center, Batesville, Indiana 47006, or at such other addresses as either party may from time to time designate to the other in writing.

**CONTACT INFORMATION.**

**Torbey Financial Marketing**  
c/o Agent Contracting and Licensing  
5301 E State St. #106  
Rockford, IL 61108  
Phone: 800.349.1484  
Fax: 815.282.3480

**APPOINTMENT DATA AND INFORMATION***Please Print or Type Clearly*

<b>1 GENERAL INFORMATION</b>					
IMO/Agency/Agent Name				Federal Tax ID #	
Business Street Address		City	State	Zip Code	
Mailing Address (If different from Business Street Address)		City	State	Zip Code	
Authorized Representative-Full Name (First, MI, Last)		Licensed Only Appointment: <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Female <input type="checkbox"/> Male	Social Security # (Individual)      Date of Birth
Residence Street Address		City	State	Zip Code	
Residential Phone	Cell Phone	Business Phone (Required)		Fax Number	
Email Address (Required)					
IMO/Agency/Agent Beneficiary		Relationship		Social Security # (Beneficiary)	

<b>2 COMMUNICATION PREFERENCES</b>			
Preferred method of communication (Choose One)	<input type="checkbox"/> Cell Phone	<input type="checkbox"/> Business Phone	<input type="checkbox"/> Residence Phone
Preferred method of receiving information (Choose One)	<input type="checkbox"/> Email	<input type="checkbox"/> Fax	<input type="checkbox"/> Mail

<b>3 IMO/AGENCY/AGENT STATEMENTS (If you answer Yes to any question, please provide details on a separate sheet and attach)</b>	
1. Have you ever been convicted of, or plead guilty or no contest to:	
a. Any felony?	Yes <input type="checkbox"/> No <input type="checkbox"/>
b. Any misdemeanor?	Yes <input type="checkbox"/> No <input type="checkbox"/>
c. Any violation of federal or state securities or investment related regulation?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Have you ever had a claim filed against your professional liability or errors and omissions insurance coverage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Are you currently under investigation by any legal or regulatory authority?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Have you ever been the subject of a consumer-initiated complaint or proceeding by any self-regulatory authority or any securities commodities or insurance regulatory body or organization or employer?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Has any insurance department, government agency, securities, commodities, or self-regulatory authority ever denied, suspended, revoked, barred or otherwise disciplined your membership, license, registration or disciplined you with fines by restricting your activities?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Have you ever had any of the following: sought protection from creditors, declared bankruptcy, had a lien or judgment, had a creditor charge off an account/payables such as bad debt or uncollectible, or had any other problems in your credit history?	Yes <input type="checkbox"/> No <input type="checkbox"/>
7. Are you under any legal order/judgment to make monetary payments to another person or business entity, or have you ever had your wages garnished?	Yes <input type="checkbox"/> No <input type="checkbox"/>

<b>4 TYPE OF INSURANCE CONTRACT SELLING AUTHORITY REQUESTED</b>
Check Applicable Box(es) and Attach Applicable Schedule(s) of Commissions. (All products may not be available)
<input type="checkbox"/> Annuity
<input type="checkbox"/> Final Expense
<input type="checkbox"/> Final Expense/Medicare Supplement

**5 FAIR CREDIT REPORTING ACT DISCLOSURE**

In compliance with the Fair Credit Reporting Act (FCRA) you are hereby notified that Forethought Life Insurance Company may obtain a consumer report, or investigative consumer report, including information as to your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, mode of living, criminal records, and employment history. Such inquiry will be made upon our receipt of your completed Agreement.

By signing this Agreement, you authorize us to make these inquiries.

You have the right to obtain a complete and accurate disclosure of the nature and scope of the investigation requested and a summary of your rights under the FCRA. Upon written request to us within a reasonable time after our receipt of this document, such additional disclosure shall be made to you in writing.

Please forward your request to:

Forethought Life Insurance Company  
Attention: Agent Contracting and Licensing  
P.O. Box 216  
Batesville, IN 47006

Or Fax To: 800-668-5072

For additional information concerning the FCRA, you can find the complete text of the FCRA, 15 U.S.C. 1681 et seq, at the Federal Trade Commission's web site (<http://www.ftc.gov>.)

**6 AUTHORIZATION FOR AUTOMATIC DIRECT DEPOSIT (ACH CREDITS)**

I hereby authorize Forethought Life Insurance Company to initiate automatic credit entries, and the financial institution named below to credit the same to such account. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

This authority is to remain in full force and effect until Forethought Life Insurance Company has received written notification from me of its termination, allowing Forethought Life Insurance Company enough time to act on it.

Account Name (print): \_\_\_\_\_ Account Type:  Checking Account  Savings Account

**PLEASE SUBMIT A COPY OF YOUR VOIDED CHECK WITH CONTRACTING PAPERWORK  
AND COMPLETE THE FINANCIAL INSTITUTION (BANK) INFORMATION BELOW:**

Bank Name: \_\_\_\_\_ Bank Telephone: (\_\_\_\_\_) \_\_\_\_\_

Bank Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Account Number: \_\_\_\_\_ Bank Transit/ Routing Number: \_\_\_\_\_

**ACKNOWLEDGMENTS AND SIGNATURE**

**7 TAXPAYER ACKNOWLEDGMENTS**

**Under penalties of perjury, I certify that:**

1. The number shown on this form is my correct Taxpayer Identification Number; and,
2. I am not subject to backup withholding either because: (a) I am exempt from backup withholding; (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. citizen (including resident alien).

**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 you have failed to report all interest and dividends on your tax return.

**8a TRAINING CERTIFICATION ACKNOWLEDGMENT**

**FOR ALL PRODUCERS:**

I have reviewed Forethought's current Anti-Money Laundering Guidelines for Producers and I agree to fully-comply with all of the requirements set forth therein.

\_\_\_\_\_  
Initials

I acknowledge that I must complete a refresher Anti-Money Laundering (AML) course every 2 years, based on a rolling 24-month period, in order to remain in compliance.

\_\_\_\_\_  
Initials

**8b ADDITIONAL ACKNOWLEDGMENTS FOR ANNUITY PRODUCERS**

I acknowledge that I must complete the Forethought University Certified Agent Program for annuities within 45 days of my first Forethought annuity sale to remain in good standing with Forethought.

\_\_\_\_\_  
Initials

I have completed Anti-Money Laundering (AML) training online via LIMRA.

\_\_\_\_\_  
Initials

**OR**

I have completed Anti-Money Laundering (AML) training via another insurance company or a third party provider subject to the requirements of the USA PATRIOT Act. I have provided suitable proof of the alternate training. The training included, at a minimum: (a) how to identify red flags and signs of money laundering; (b) what roles producers have in AML compliance; (c) what to do once a red flag or suspicious activity is detected; and (d) the disciplinary consequences for non-compliance with the Act.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
AML Training Program Provider

\_\_\_\_\_  
Training Date

I acknowledge that in addition to a base AML course from LIMRA or another approved training program provider, I must complete a refresher course every 2 years, based on a rolling 24-month period.

\_\_\_\_\_  
Initials

I will provide certification or evidence of required training for states that require information for annuity appointment requests.

\_\_\_\_\_  
Initials

**ADDITIONAL ACKNOWLEDGMENTS FOR INDEXED ANNUITY PRODUCERS:**

I acknowledge that I will read the Forethought annuity product disclosure statements and the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities. I acknowledge I will not make statements that differ from those made in the disclosure statements.

\_\_\_\_\_  
Initials

Furthermore, I acknowledge that I understand the following:

Indexing is a method and formula for calculating interest, and may include such concepts and terms as participation rate, index cap, index spread, monthly averaging, point-to-point, and index averaging period.

\_\_\_\_\_  
Initials

Forethought's annuity products are not registered security or stock market investments and do not directly participate in any stock or equity investments.

\_\_\_\_\_  
Initials

While the interest credited to these annuities is calculated by a formula linked in part to the Standard & Poor's 500<sup>®</sup> Index, the annuity performance will not match the performance of that Index. The actual interest credited may be zero percent, although there are minimum guaranteed values, which may be subject to withdrawal charges and interest adjustments.

\_\_\_\_\_  
Initials

The final decision regarding the premium allocation between a fixed account strategy and an indexed account strategy of an annuity product is the annuity owner's, based on their individual situation, needs and goals, and that I may not act as a registered investment advisor.

\_\_\_\_\_  
Initials

No representation, prediction, or guarantee of future interest performance may be made at any time, and past performance is never an indication of future performance.

\_\_\_\_\_  
Initials

The products are intended for retirement funding or other long-term accumulation needs with substantial contract-imposed penalties. As such, they may not be appropriate for all consumers.

\_\_\_\_\_  
Initials

I will provide a copy of the Disclosure Statement and Buyer's Guide to all annuity applicants.

\_\_\_\_\_  
Initials

**9 GENERAL ACKNOWLEDGMENTS**

I hereby certify that my answers to the questions contained in this Agreement are true and correct. I acknowledge that the Company has informed me of its practice to conduct routine investigative reports on me and my agents for licensing purposes, initial and renewal state appointments, and at any time Company, at its discretion, deems it necessary to conduct background investigations. I expressly authorize Company to conduct these investigations and authorize all persons and entities (including past and present employers) to provide Company all requested information. I hereby release from liability all persons and entities which supply said information to Company and agree to hold Company harmless from any liability for conducting this investigation. I hereby authorize Company to use these investigative reports and to provide these reports and any other pertinent information to any affiliated companies and to third parties where the third parties' legal interests and/or obligations are involved. I also authorize Company to distribute any financial, business, legal, tax or work performance history regarding me that it receives from third parties, from any affiliated companies or which is generated by Company or from any affiliated companies' data source that is not part of the investigative report, to all affiliated companies or to third parties including but not limited to agents or agencies that assume your debit balance responsibilities. I further certify that I have reviewed this Agreement and further understand that if any information provided in said Agreement is found to be incorrect or incomplete, it will be grounds for rejecting this Agreement or for termination of said Agreement, all at the sole discretion of Company. I also certify that this Agreement has not been altered, modified or changed by me in any manner and that I agree to be bound by the provisions of said Agreement.

Please complete the applicable Section 10a or 10b:

**10a AGENCY/AGENT SIGNATURE**

**IN WITNESS WHEREOF**, Agency/Agent has caused this Agreement to be executed either individually or by their duly authorized representative as of the date set forth below.

**AGENCY/AGENT**

\_\_\_\_\_  
Print Name / Title

X \_\_\_\_\_

Agency/Agent Signature

\_\_\_\_\_  
Date

**10b IMO SIGNATURE**

**IN WITNESS WHEREOF**, Independent Marketing Organization and Company have caused this Agreement to be executed either individually or by their duly authorized representatives as of the dates set forth below.

INDEPENDENT MARKETING ORGANIZATION

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Date

X \_\_\_\_\_

IMO Signature

FORETHOUGHT LIFE INSURANCE COMPANY

By: \_\_\_\_\_

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Date

X \_\_\_\_\_

Signature

**Fax All Pages of Agreement To:**

*Torbey Financial Marketing*  
c/o Agent Contracting and Licensing  
Fax: 815.282.3480

**Mail All Pages of Agreement To:**

*Torbey Financial Marketing*  
c/o Agent Contracting and Licensing  
5301E. State St. #106  
Rockford, IL 61108

# **FORETHOUGHT LIFE INSURANCE COMPANY AND FORETHOUGHT NATIONAL LIFE INSURANCE COMPANY**

## **ANTI-MONEY LAUNDERING GUIDELINES FOR PRODUCERS**

Revised July 7, 2010

### **Which Insurance Products Are Covered By These Guidelines?**

Except as noted, these Guidelines apply to individual (i.e., non-group) Preneed policies, individual Final Expense/Senior Market Life policies, and individual annuity contracts. We use the term “Covered Products” to refer to these products. Group life and group annuity products are not considered Covered Products.

The section of these Guidelines on the receipt of Cash and Cash Equivalents applies to all Forethought insurance products.

### **Why Are These Guidelines Necessary?**

Under federal law, all life insurers offering individual insurance products with features of cash value or investment must implement and maintain an anti-money laundering program and must report certain suspicious activities to federal authorities. The regulations specify that insurers must integrate agents and brokers into their anti-money laundering programs.

### **What Is Money Laundering?**

Money laundering involves processing funds derived from criminal activity to disguise their illegal origin. Money laundering may also involve processing funds from an organization associated with terrorism to disguise the source of the funds. Money laundering typically takes place through a series of transactions designed to move funds, step-by-step, further and further away from the original, usually illegal, source and then re-integrate them into the stream of legitimate commerce. If an insurance product is involved in money laundering, it may be just one link in a chain of transactions designed to disguise the source of funds.

### **How Is Money Laundered Through An Insurance Product?**

Money laundering using an insurance product might involve, for example, an individual who purchases a single premium life insurance or annuity contract and then returns the contract for a refund of premium during the “free-look” period or surrenders the contract for cash value soon after inception. More examples of suspicious activities are discussed below in the section on How Do I Spot Suspicious Activity?

### **What Is My Role In Forethought’s Anti-Money Laundering Program?**

Agents and brokers are Forethought’s “eyes and ears” for spotting suspicious activity and our first line of defense for deterring the use of our products for money laundering. You will be

## **Forethought Life Insurance Company Anti-Money Laundering Guidelines For Producers**

asked to obtain certain information about new Contract Owners and verify their identity. By "Contract Owner" we mean any person who applies for, and will be named as the owner of, a Covered Product, including any co-owner. You also must look for suspicious activity and report it to us.

### **What Must I Do To Verify A Customer's Identity?**

For all new business involving Covered Products, you must obtain sufficient information about each new Contract Owner to allow you to form a reasonable belief that you know the true identity of the Contract Owner(s). The procedures required to verify a Contract Owner's identity for various Covered Products are described below.

#### Preneed, Final Expense and Senior Market Life Policies

For all new business involving individual Preneed, Final Expense or Senior Market Life policies, you must obtain sufficient information about the new Contract Owner for you to form a reasonable belief that you know the true identity of each new Contract Owner before a contract is issued or within a reasonable period of time thereafter. Such information about the new Contract Owner may include: (1) name; (2) date of birth; (3) mailing address; and (4) an identification number. In the case of a legal entity, such as a trust, the identification number should be the entity's taxpayer identification number. In the case of an individual, the identification number should be the individual's Social Security number if the person has one. If the person does not have a Social Security number, you may obtain a valid passport number and country of issuance, U.S. alien ID card number, or number and country of issuance for any other valid government-issued ID with evidence of nationality and a photo.

Generally, you will collect such identifying information for new Contract Owners as specified on the appropriate Forethought Application for a Covered Product.

The identity of a new Contract Owner must be further verified as follows:

1. If reasonably available, you should examine an unexpired driver's license or other valid government-issued ID card with a photo and evidence of residence or nationality.
2. If such an ID is not reasonably available, you should take other appropriate steps to form a reasonable belief that you know the true identity of the new Contract Owner. Such steps might include the following:
  - a. An in-person meeting at the individual's residence or place of work;
  - b. Having personal knowledge of the individual's identity—for example, the individual is your friend or colleague;

## **Forethought Life Insurance Company Anti-Money Laundering Guidelines For Producers**

- c. Verifying the Contract Owner's identity by comparison of information provided by the Contract Owner with information obtained from a consumer reporting agency, public database or other source.

For policies issued to a trust or other legal entity, you may be asked to obtain a copy of the entity's trust document, articles of incorporation, partnership agreement or other organizational document.

### Annuities

For all new business involving individual annuities, you must collect the following information about each new Contract Owner: (1) name; (2) date of birth, for an individual; (3) residential or business address (a P.O. Box number is not sufficient); and (4) identification number. In the case of a legal entity, such as a trust, the identification number should be the entity's taxpayer identification number. In the case of an individual, the identification number should be the individual's Social Security Number. If the individual does not have a Social Security number, you may obtain a valid passport number and country of issuance, U.S. alien ID card number, or number and country of issuance for any other valid government-issued ID with evidence of nationality and a photo. Generally, you will collect identifying information for new Contract Owners as specified on the appropriate Forethought annuity Application.

For annuities issued to individuals, you must meet in person with at least one Contract Owner and examine the individual's unexpired driver's license or other government-issued ID card with a photo and evidence of residence or nationality.

We may make alternative methods of verifying a Contract Owner's identity available to you, in which case we will notify you of the alternative method.

For annuities issued to a trust or other legal entity, you may be asked to obtain a copy of the entity's trust document, articles of incorporation, partnership agreement or other organizational document. In some cases, you may be asked to obtain information about the beneficial owners of the legal entity. Generally, we seek information about beneficial owners only where an annuity has a value of \$1 million or more and we determine that the transaction presents sufficient risk of money laundering that obtaining information about beneficial owners is advisable. We will let you know if information about beneficial owners is required.

Forethought's policy is to limit annuity sales to permanent, lawful residents of the U.S.

### **How Do I Spot Suspicious Activity?**

The list below suggests various "red flags" that may cause you to suspect money laundering. The list is meant to provide you with typical indicators of suspicious activity, but it is not exhaustive. You may encounter other circumstances that cause you to suspect improper activity. You should report any suspicious activity to us, even if it does not involve one of the red flags mentioned below.

## **Forethought Life Insurance Company Anti-Money Laundering Guidelines For Producers**

We use the term "Customer" below to mean the Contract Owner, the annuitant or any other person involved in the sale of a Covered Product, depending on the context.

Common "red flags" for money laundering include the following:

- The purchase of a Covered Product inconsistent with the Customer's needs or involving premium payments that exceed the Customer's apparent means.
- Unusual payment methods, such as structured payments involving Cash Equivalents, such as cashier's checks, money orders or traveler's checks, that appear to be designed to avoid reporting requirements. For example, a Contract Owner who wishes to make a large single premium payment with several cashier's checks, each made out for \$10,000 or less, should raise a red flag. (Cash Equivalents in amounts of \$10,000 or less can be purchased with cash without triggering federal currency reporting requirements at the time of purchase.) Note that you **MUST NOT** accept cash payments for the sale of annuities or Senior Market Life policies.
- Payment with a check or wire transfer payable through a non-U.S. or non-Canadian bank.
- Early termination or return of a Covered Product, especially at a cost to the Customer, or where payment is made by, or the Contract Owner requests that a refund check be directed to, an apparently unrelated third party. Note that our policy is not to permit payment to unrelated third parties.
- An unusual pattern of returns during the "free-look" period or an unusual pattern of early surrenders.
- A request to transfer the benefit of a Covered Product to an apparently unrelated third party.
- A Customer shows little concern for the investment performance of the product, but much concern about the early termination features of the product.
- A Customer is reluctant to provide identifying information when purchasing a product, or provides minimal or seemingly fictitious information.
- A Customer borrows the maximum amount available soon after purchasing a product.
- A Customer's account has unexplained or sudden extensive transfer activity without any apparent legitimate purpose.
- For no apparent reason, a Customer has multiple accounts under a single name or multiple names, with a large number of inter-account or third-party transfers.

## **Forethought Life Insurance Company Anti-Money Laundering Guidelines For Producers**

- A Customer exhibits lack of concern regarding risks, commissions or other transactional costs.
- A Customer requests that a transaction be processed in such a manner so as to avoid our normal documentation requirements.
- A Customer or a person associated with the Customer has a questionable background or is the subject of news reports indicating possible criminal, civil or regulatory violations.
- A Customer transfers funds to or from a jurisdiction identified by the Financial Action Task Force as a “non-cooperative country or territory” (NCCT). There currently are no countries on the NCCT list. The most recent NCCT list can be found at [www.fatf-gafi.org](http://www.fatf-gafi.org).
- A Customer is a citizen of any of the jurisdictions identified by the U.S. State Department as countries whose government sponsors international terrorism. The countries currently identified by the State Department are Cuba, Iran, Sudan and Syria. The most recent list of countries identified as sponsors of terrorism can be found at <http://www.state.gov/s/ct/c14151.htm>.

### **What Should I Do If I Suspect Money Laundering?**

If you take an application or encounter a transaction that causes you to suspect actual or attempted money laundering, you should suspend the transaction and promptly contact us at the number listed below. You must contact us even if you have an independent duty to file a Suspicious Activity Report.

You should not give the Customer any indication of your concern or make any comment that could be construed as an accusation of improper or illegal activity. If we file a Suspicious Activity Report with federal authorities, you may not disclose the filing to any person.

### **What Is Forethought’s Policy On The Acceptance of Cash?**

Unless you have been informed by us in writing of a specific exception, you must not accept cash on our behalf. If you accept a premium payment in currency or certain currency equivalents, it is your duty, and not Forethought’s, to comply with federal reporting requirements. Forethought sought and received guidance from the IRS on this point.

**Forethought Life Insurance Company  
Anti-Money Laundering Guidelines For Producers**

**What About Products Not Covered By These Guidelines?**

If you suspect improper or illegal activity involving any Forethought product, you must contact us at the number listed below even if the product is not covered by these Guidelines.

**How Do I Contact Forethought Concerning Matters Relating To These Guidelines?**

To report suspicious activity or if you have any questions about these Guidelines, please contact Forethought at 1-800-331-8853.

## Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions)	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: : : :
or
Employer identification number
: : : :

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**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 on page 4.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

## General Instructions

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

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



AGENT COMMISSION ADVANCING AGREEMENT

For value received, Forethought Life Insurance Company (the "Company") and the Borrower and/or Guarantor named below, enter into this Agreement upon the following terms and subject to the following conditions:

GENERAL

This Agreement is a supplement to, and subject to all the terms and conditions of, the Borrower's and/or Guarantor's most recent Agency/Agent Agreement For Insurance Sales or Agent Appointment Agreement with the Company.

PRODUCTION

The Company may, in its sole discretion, exclude from this Agreement any policy the Borrower places with the Company.

AMOUNT OF LOAN

When a policy is issued, the Company will loan to the Borrower an amount determined in accordance with the following schedule, except that the maximum amount the Company will loan to Borrower on any one policy is \$1,500.00 and the maximum amount the Company will loan to Borrower in any calendar month on all policies covered by this Agreement is \$5,000.00.

Table with 5 columns: Product, As Earned, 3 months, 6 months, 9 months. Rows include Medicare Select, Medicare Supplement, and ForeLife Life Insurance.

REPAYMENT

All advances/loans will be made on a policy by policy basis with the normal repayment of such advances/loans to be paid back to the Company from future commissions earned on the policyholder's future premium payments.

While any balance is outstanding for loans made hereunder, or for interest on such loans, all commissions earned on any policy may be applied to the repayment of such advances/loans.

All such loans made under this Agreement shall be secured by the Agent's commissions from the sale of all life, annuity, and health insurance produced by said Agent, and shall be individually guaranteed by the Borrower and/or Guarantor.

RIGHT TO CANCEL

Notwithstanding any other provision hereof, the Company shall have the right to cancel this Agreement at any time without prior notification to the Borrower and/or Guarantor, and in such event all amounts due the Company from the Borrower hereunder shall become immediately due and payable.

**REMEDIES**

In the event the Borrower/Agent and/or Guarantor do not comply fully with the provisions of this Agreement, the Company (in its sole discretion) may declare all sums due and owing hereunder immediately due and payable. If such sums are not paid in full within ten (10) days of the Company's written request for payment, such unpaid sums shall bear interest at the rate of 15% per annum until paid in full and the Company shall have the right to: (i) withdraw the Borrower/Agent's number, (ii) report the unpaid balance to Vector One and/or (iii) forward the unpaid balance due to outside collections. In the event of such failure to pay, the Borrower/Agent is responsible for all costs related to the collection of any amount owed under this Agreement. Any payments made by the Borrower/Agent will be applied to principal, interest, and costs at the Company's discretion. In the event a suit is commenced to enforce payment under this Agreement, the Borrower/Agent agrees to pay all of the Company's costs and attorney's fees in connection therewith. These provisions shall remain in full force and effect regardless of any termination of this Agreement.

**GOVERNING LAW/VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Any suit arising under this Agreement between the Borrower/Agent and/or Guarantor and the Company shall be instituted and litigated in Ripley County, Indiana.

**TERMINATION**

This Agreement will automatically terminate if the Borrower's or Guarantor's Agency/Agent Agreement For Insurance Sales or Agent Appointment Agreement with the Company is terminated except that Borrower's and Guarantor's obligations under this Agreement shall continue as long as any balance is outstanding hereunder.

<b>BORROWER/AGENT</b>	
_____	X _____
Print Name	Signature
_____	_____
Social Security / Tax I.D. Number	Effective Date

Signed in Batesville, Indiana.  
August 19, 2010



John A. Graf  
President  
Forethought Life Insurance Company

**GUARANTEE**

The above Agreement having been executed at my request, I hereby guarantee the payment of all sums loaned pursuant to the foregoing Agreement. I understand any and all commissions, both first year and renewal, under any contract I have entered or will enter into with the Company, are hereby assigned as security for the repayment of sums guaranteed by my endorsement hereon and that I am personally responsible upon demand for the repayment of any advances/loans made by the Company pursuant to the Agreement.

This Commission Advancing Agreement shall survive the termination of any contractual relationship between the Company and the Borrower/Agent and the Guarantor/Agent.

<b>GUARANTOR/AGENT</b>	
_____	X _____
Print Name	Signature
_____	_____
Social Security / Tax I.D. Number	Effective Date