



Home Offices: 7633 E. 63<sup>rd</sup> Place, Suite 230 Tulsa, OK 74133 Phone: 866-211-0811 Fax: 866-921-0921 Administrative Offices: PO BOX 5205 Frankfort, KY 40602-7084 Phone: 866-440-1357 Fax: 502-875-7084

# **Licensing Checklist**

 1.	Complete and sign Application for Appointment – E-mail address is required.
 2.	Attach your signed explanation of any "yes" answers marked in Section 3 of the Application for Appointment. <b>Contracts cannot be considered until explanations are received.</b>
 3.	Read, sign and date contract; review commission schedules (do not keep)
 4.	Complete, sign and date the W-9 Form - If you are completing the contract for a business entity, a W-9 form must be submitted for BOTH the entity and the individual.
 5.	Complete direct deposit form and attach <b>voided check</b> for checking account or savings deposit slip for savings account. Direct deposit is <b>REQUIRED</b> .
	Attach a copy of your current license(s) for states in which you want to be appointed to conduct business in: If submitting paperwork for a business entity, submit the entity license(s) as well as the individual's.
 7.	Complete the Anti-Money Laundering Training Program and return the Written Test page.
	Complete the Annuity Sales Certification and return signed and dated with your application and contract. (Must be completed for all annuity producers)

- 9. Attach a copy of your state-approved continuing education course certificate to sell annuities in your state. (*Must be completed for all annuity producers*)
- 10. Complete Product Specific Training Module. (Must be completed for all annuity producers)

Various investigative reports are ordered on all new agents requesting appointment.

- Trinity Life Insurance Company and Family Benefit Life Insurance Company is unable to accept any business from an applicant until the home office has approved them and an agent number has been assigned.
- Business entity <u>AND</u> at least one licensed representative must be contracted before either can be approved. Please submit a contract for <u>BOTH</u> the licensed representative and business entity <u>IF a business entity will be contracted.</u>
- Please be sure to return ALL forms so that your contract can be processed without delay.
- You will be sent a copy of your contract and commission schedule once the contract has been approved by the home office.

We look forward to the opportunity of working with you. Please e-mail any questions to <u>mmorales@trinitylifeinsurance.com</u>



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# **Application for Appointment**

# PLEASE ANSWER ALL APPLICABLE SECTIONS COMPLETELY.

Section 1. Producer Information			
Producer's Full Name (First, MI, Last) or Busin	ness Entity	Social Security Number or	Tax I.D.
Please indicate where you would like corre	spondence mailed:		
□ My Residential Address □ My Business	s Address		
A. Please provide all residential addresses	s for the past five (5) ye	ears, beginning with current	t address:
Current Residential Street Address	Resident City	Resident State	Zip Code
From Date (Month and Year)	To Date (Month and Yea	ar) County of Resid	ence
Prior Residential Street Address	Resident City	Resident State	Zip Code
From Date (Month and Year)	To Date (Month and Yea	ar) County of Resid	ence
Prior Residential Street Address	Resident City	Resident State	Zip Code
From Date (Month and Year)	To Date (Month and Yea	ar) County of Resid	ence
B. Please provide your business address if	applicable:		
Business Street Address	City	State	Zip Code
C. Preferred telephone number (Please ind	<i>icate one)</i> :	ness 🗆 Home	□ Cell
Home Telephone Number	Cell Phone Number	e-mail address	(REQUIRED)
Business Telephone Number	Fax Number		
		D Male	Female
Date of Birth	Place of Birth		
Are you a United States citizen?	□ Yes □ N	0	
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What is your primary business a	activity (Check	one):			
🗖 Life Insurance Agent/ Broker				porty/Cocupity Agont	
Life Insurance Agent/ Broker     Retirement Plans     Health		-	-		
Professional Designations or Me	emberships (C	heck all that apply	/):		
		LUICF LI NA	IFA U Other:		
Highest educational achievemer	nt (Check one)	:			
-			er:		
Years of sales experience in the	life/health ind	ustry:			
	_				
Section 2. Appointment Informa	ation				
Please check ONE. If contracting	for business en	itity, complete a cor	ntract for the entity A	ND a contract for at	
least one agent.					
Appointment for:   Individual	Corporatio	on 🗆 Partnership	o □ Sole Proprie	torship	
	Alabama			Colorado	
	•	□ Illinois □ Louisiana	□ Indiana □ Michigan		
	Missouri	Nebraska	New Mexico	□ North Carolina	
	North Dakota	□ Oklahoma □ Tennessee	□ Ohio □ Texas	□ Pennsylvania □ Utah	
		U West Virginia			
In the state(s) in which you are req	nuesting appoint	tment, do vou hold	a current appointme	nt with another	
insurance company?	uesting appoint				
	No	□ Yes If yes, ple	ease list company na	me(s) below:	
Type of license(s) currently held (P	Provide copies	): 🗆 Life	□ Life A/H	□ Other	
Have you ever been appointed with Trinity Life Insurance Company or Family Benefit Life Insurance Company?					
$\Box$ Yes Date(s) $\Box$ No					
<b>Note:</b> Producer and business entity must BOTH be contracted for business entity approval. Business					
entities must hold a valid licens					
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# Section 3. Background Information

Please record details below and attach any documentation such as releases for any question answered "Yes." The following questions apply to the agent/agency/corporation/partnership and to each of the partners, members, directors, officers or agents individually. To the best of your knowledge:

(a)	Are you currently covered by Errors and Omissions Insurance?	🗆 No
	Carrier and Policy Number: Coverage amount: \$	
	Have you ever made a claim? D Yes	🗆 No
(b)	Have you ever been fined, reprimanded, sanctioned, subject to a disciplinary hearing or been the subject of a consent decree in any state for a violation of insurance or securities laws, regulations, or other administrative regulations?	🗆 No
(c)	Have you ever been refused a license to sell insurance or securities or has a license to sell insurance or securities ever been suspended or revoked by any state?	🗆 No
(d)	Have you ever been convicted of or do you currently have charges pending against you for a crime, whether felony or misdemeanor, other than a minor traffic violation? $\Box$ Yes	🗆 No
(e)	Have you ever surrendered any insurance or securities license, whether voluntarily or involuntarily?	🗆 No
(f)	Have you ever had bond denied, paid out or revoked?	🗆 No
(g)	Has your appointment with an insurance company ever been terminated for reasons other than inadequate production?	🗆 No
(h)	Are you currently a party in any lawsuit and/or have you ever been or are you presently subject to a civil judgment? Yes	🗆 No
(i)	Have you ever declared bankruptcy, had a lien placed against you, been a judgment debtor or had other problems with your credit history?	🗆 No
(j)	Do you currently have an unpaid debit balance with an insurance company? $\Box$ Yes	🗆 No
(k)	Do you charge your clients any fees for financial or insurance planning services? D Yes	🗆 No

Explanation to "yes" answers above: \_\_\_\_\_

I have provided copies of applicable documents to "yes" answers above AND provided an explanation, either written on this form or attached to this paperwork.

# Section 4. Code of Conduct Agreement

I have read Trinity Life Insurance Company's and/or Family Benefit Life Insurance Company's Principles and Code of Ethical Market Conduct, provided to me by the Company, and certify that I understand and will comply with the Company's policies, procedures, and code of ethical market conduct.

By signing this Application for Appointment Form, I acknowledge that I will make recommendations and present products consistent with the insurable needs and financial objectives of my clients; I will provide honest and accurate disclosure of information so that my clients can make an informed buying decision; I will establish and maintain the trust of my clients by treating them with respect and by delivering them quality service; I will maintain the privacy of my clients by protecting their confidential information; I will refrain from disparaging competitors and agents; I will make every attempt to further my education and will maintain awareness of industry laws and company procedures; I will communicate any client concerns or complaints to the company in a timely manner and will notify the company of any violation of the ethical conduct code; and I will maintain a current license and valid appointment in all states in which I solicit the sale of Trinity Life Insurance Company's and/or Family Benefit Life Insurance Company's products to customers.

For more information regarding Trinity Life Insurance Company's and/or Family Benefit Life Insurance Company's Code of Conduct, please consult our web site regularly for market conduct and product information: www.trinitylifeinsurance.com or www.familybenefitlife.com

Signature

Date

Printed Name

Social Security Number

# Section 5. Attestations and Release

I certify that all answers and responses to questions or inquiries contained in this application are true, correct, and complete answers and responses. I further certify that I have read and am familiar with the sections of the insurance code(s) in the state(s) in which I am seeking appointment and that I am withholding no information which would effect my qualification for this appointment with Trinity Life Insurance Company and/or Family Benefit Life Insurance Company.

I understand that Trinity Life Insurance Company and/or Family Benefit Life Insurance Company may utilize the services of a consumer reporting agency as part of the procedure for processing my application for employment and/or application for appointment as a Producer, Agent or Broker.

I understand a consumer reporting agency may conduct an investigation and prepare a consumer report (which may include a financial credit check, criminal background check, state licensing/disciplinary check, employment/contract check and other information bearing on your credit and financial history) and/or an investigative consumer report which will include, among other things, information as to my credit background, character, general reputation, personal characteristics, mode of living, whichever are applicable.

I understand such information may be obtained through personal interviews with my neighbors, friends and associates, acquaintances or other persons who may have knowledge regarding such information.

I further understand that upon written request, subjects of an investigative consumer report have the right to: 1) receive a summary of their rights under The Fair Credit Reporting Act; and 2) receive a disclosure of the nature of scope of the investigation conducted.

I hereby consent to this investigation and authorize Trinity Life Insurance Company and/or Family Benefit Life Insurance Company or its representatives to procure a report on my background as stated above from a consumer reporting agency or any other source providing such information.

I agree the Trinity Life Insurance Company and/or Family Benefit Life Insurance Company has the right to release any information revealed by this investigation to any State requiring it.

By my signature below, I hereby release any individual or institution, including its officers, employees or related personnel, both individually and collectively, from any and all liability for damages of whatever kind, which may at the time result to me, because of compliance with this authorization and request to release information or any attempt to comply with it. A copy of this authorization is as valid as the original.

Oklahoma licensees only: Please check this box if you would like to receive a copy of your consumer report directly from Trans Union LLC.

Signature

Date

Printed Name

Social Security Number

Please remember to attach a copy of your license(s).



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TH	S CONTRACT, effective this	day of		, (	("Effective Date"),	made by
and betwee	n Trinity Life Insurance Comp	any and/or Family Bene	fit Life Insurance	Company (Her	einafter "Compan	y", "TLIC",
"FBLIC") and	l	(Hereina	fter "Producer")			

# Article I – Appointment

# 1. <u>Appointment</u>

The Company hereby appoints you as its Producer, subject to the terms and conditions set forth herein. Producer is authorized to solicit, procure and submit applications for insurance issued by the Company in accordance with applicable state laws and regulations, the rules and regulations of the Company, and the provisions of this contract.

## Article II – Terms and Conditions

## 1. <u>Relationship</u>

- a) It is understood and agreed that Producer shall be an independent contractor. Nothing herein shall be construed as to create the relationship of an employer and employee between Producer and the Company.
- b) Producer shall be responsible for payment of any applicable taxes levied by federal, state, or local authorities as a result of compensation arising hereunder. Producer must comply with all federal, state and local laws applicable with this Contract. Producer shall also accept full responsibility for all necessary liability insurance and vehicle insurance and shall hold the Company harmless from all claims, demands and suits arising out of performance of services and the sale of goods under this Contract.

# 2. Authority

- a) Producer shall have the authority to recruit and recommend to the Company individuals to be appointed as Agents of the Company. No recommendation or application for appointment or Contract will be effective until approved by the Company in writing.
- b) Producer is authorized to solicit applications for insurance for the Company in the state(s) in which Producer is duly licensed in accordance with the Company's underwriting rules and regulations. Producer will only solicit business in states where the Company has a Certificate of Authority.
- c) Producer is required to comply with the Company's policies and procedures concerning the replacement of life insurance policies and annuity policies. A replacement occurs whenever an existing life insurance policy or annuity is terminated, converted, or otherwise changed in value. For any transaction involving a replacement, the Company requires that Producer:
  - 1) recommend the replacement of an existing policy only when replacement is in the best interest of the customer;
  - 2) fully disclose all relevant information to the customer, which information includes i) comparison of old and new premiums, expenses and surrender charges, cash values, and death benefits; ii) any loss of cash value by surrendering the existing policy; iii) all guaranteed and maximum values of both policies; iv) the fact that a new contestability and suicide period starts under the new policy; and v) the requirement that the customer go through underwriting for the new policy;
  - provide state-required replacement notices to customers on the same day the application is taken and indicate on the application that the transaction involves the full or partial replacement of an existing policy; and
  - 4) never recommend that a customer cancel an existing policy until a new policy is in force and the customer has determined that the new policy is acceptable.

# 3. Limitation of Authority

- a) Utilize any advertisement regarding the Company or its products without obtaining our prior written approval. For purposes of this Agreement, the term "Advertisement" means any printed or published or audio visual material or sales talks utilized in direct mail, newspaper, magazines, radio television scripts, the internet or other electronic means, bill boards or similar displays where such Advertisement utilizes our name or logo or refers to any of our products.
- b) Producer shall have no authority to and shall not accept risks, pass upon insurability or bind the Company in any way. Producer shall not extend, waive or change any terms, conditions or provisions of any policy, or bind the Company on any application for, or policy of, insurance.
- c) Producer has no authority to and shall not extend the time allotted for payment of any premium due; guarantee dividends or interest rates, or make any estimates thereof; name special rates; deliver any policy except as directed by the Company; endorse checks payable to the Company; or receive monies due or to become due to the Company, except the initial premiums on applications obtained by Producer or Agents appointed by Producer.
- d) Producer shall not reproduce any software or other material provided by the Company without the prior written consent of the Company. All such material shall be used exclusively in the performance of this Contract and may not be used or distributed for any other purpose.
- e) Producer shall have no power or authority other than herein expressly granted and no other or greater powers shall be implied from the grant or denial of powers expressly mentioned herein.

# 4. <u>Your Responsibilities</u> You are responsible to:

- a) Maintain proper records with respect to the business transacted hereunder, in such manner and form as may be required by us or any regulatory authority in the area you operate. Such records shall be the property of the Company, whether or not paid for by us and shall be made available for audit by the Company, or its representatives, with or without prior notice, during all business hours and shall be turned over to us immediately upon termination of this Agreement.
- b) Render such services to policyholders and beneficiaries of Policies as we may require, generally endeavor to promote the interest of the Company and conduct yourself in such manner so as not to adversely affect your business or reputation or that of the Company.
- c) Remit promptly to us all premiums collected on our behalf by you or your Agents unless you have received from us the authority to retain a portion of the premium as commission, in which case You shall promptly remit the full net premium due. Until remitted to us all premium collected are to be held by you as fiduciary, for the benefit of the Company, in a separate account not co-mingled with personal funds.
- d) Pay promptly to us, upon demand, all amounts due by reason of commission charge backs, advances, loans overpayments or otherwise. Any indebtedness to us shall be a first and paramount lien in our favor.
- e) Make available to us all information which comes into your possession concerning the underwriting of any risk: and
- f) Obtain and process, where applicable, any necessary policy delivery receipts, replacement or disclosure forms of any nature.
- g) Deliver policy only if 1) the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as stated in the application for such policy. 2) the first premium has been fully paid: 3) and not more than thirty (30) days have elapsed since the policy was issued by the Company.
- h) Maintain, if requested by us, a bond, Errors & Omissions coverage, or coverage in such manner and amount as we may require.

# 5. <u>Commissions</u>

- a) Producer will be paid commissions on premiums paid to the Company on insurance policies issued and procured by Producer. Compensation shall be payable in accordance with the attached Commission Schedule and in compliance with the standard practices and procedures of the Company. The Company reserves the right to change its practices and procedures from time to time as it may deem necessary.
- b) The Commission Schedule attached to this Contract may be amended by the Company at any time upon written notice to Producer, provided such change shall only be applicable to policies of insurance issued thereafter.
- c) Should the Company, for any reason, refund or waive any premium on any policy or Contract procured hereunder, Producer shall, immediately upon demand, repay any commissions or service fees received with

respect to that premium. Such repayments shall be made payable to the Company at its home office in Tulsa, Oklahoma.

- d) If any policy procured by Producer or any subordinate producer shall lapse, the Company's liability to Producer for further commissions shall cease, unless the policy is reinstated and Producer, or a subordinate producer, is determined to be the efficient procuring cause of such reinstatement
- e) No commissions will be paid on premiums paid in advance until after the due date of the respective premium and only if the policy is in force and in effect on such due date.
- f) No commissions shall be payable on temporary extra premiums added to policies, and no commissions shall be due on any premium that has been waived by the Company for any reason.
- g) If all or any portion of a policy of insurance issued by the Company through Producer's solicitation is reinsured by the Company, the Company reserves the right to change the compensation provided for in the attached Commission Schedule to the extent reinsurance is deemed advisable by the Company.
- h) If a new policy replaces an existing policy or if an existing policy is terminated or lapses within six months after the issue of the new policy, the commissions payable on the new policy will be determined by us based on the rules and regulations we have in effect at the time the new policy is issued.

# 6. Indebtedness

- a) TLIC AND/OR FBLIC, as additional security and to secure the repayment of any indebtedness due the Company, shall have a first and prior lien against any compensation due Producer under this Contract and against any other sums due or to become due to Producer from the Company for any reason. The Company may, at any time, offset such indebtedness against compensation due Producer or other monies which Producer may have on deposit with the Company under this Contract or any other agreement with the Company. If the Company does not elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness. The Company shall have the right, at its discretion, to charge interest on any indebtedness due to Company by Producer from the time said indebtedness was incurred at the maximum legal rate.
- b) Producer agrees to act as guarantor for any subordinate producer or Agent, who is appointed by or assigned to Producer, and to indemnify the Company for the unconditional repayment of accrued debit balances, unpaid advanced commissions or charged back commissions, and any obligations of every nature and kind arising out of or in connection with subordinate producer or Agent's Contract with the Company.

# 7. <u>Forfeiture</u>

- a) In addition to the provisions set out above or elsewhere in the Contract, at any time while this Contract is in effect or after it terminates, Producer shall forfeit and shall not be entitled to receive any commissions otherwise due or to become due, if Producer:
  - (i) Violates any of the material provisions of this Contract, resulting in termination for cause;
  - (ii) Neglect to report and/or pay over to the Company any premium collected by Producer or any subordinate producer(s); or
  - (iii) Endeavors to induce Agents, employees or representatives of the Company to discontinue their association with the Company, or the Company's policyowners to relinquish their policies with the Company.

## 8. <u>Termination</u>

- a) This agreement will continue for an indefinite term but may be terminated without cause by either party upon written notice and without regard to any statutorily imposed notice which is hereby waived. It will automatically terminate upon (i) your death or total disability, bankruptcy or insolvency if you are an individual, or (ii) your dissolution if you are either a corporation or a partnership.
- b) If the agreement is terminated as provided in 8(a), you or your successors, administrators, executors, heirs or assigns shall have the vested right to continue to receive all commissions, but not service fees, on business written while this Contract and attached Commission Schedule were in force, except that if commissions in any consecutive 3 months fall below \$50.00 and/or the total commission payable in any consecutive 12 month period amounts to less than \$350.00, then all commission payments shall cease.
- c) The Company may terminate any and all agreements without notice if Producer fails to comply with the Company's rules and regulations concerning the replacement of life insurance and annuities and the Company's rules and regulations concerning ethical market conduct. Producer's right to any commissions,

annualization, or any other thing of value shall cease if Producer violates laws and regulations governing unfair trade practices, life insurance and annuity advertising, replacement of life insurance and annuities, sales illustrations and agent licensing.

- d) The Company may terminate this Contract for cause by sending to Producer's last known address a written notice of termination, which shall be effective immediately upon mailing of the notice. This Contract may be terminated for cause in the event Producer:
  - (i) withholds or misappropriates any money or property belonging to the Company;
  - (ii) commits an act of misfeasance or malfeasance in any matter related to the Contract;
  - (iii) fails to comply with any of the material provisions of this Contract;
  - (iv) fails to conform to the rules and regulations of the Company;
  - (v) fails to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction under over this Contract or any policy submitted by Producer;
  - (vi) commits any fraud;
  - (vii) fails to pay any indebtedness to the Company after reasonable demand and notice; or
  - (viii) actively replaces the Company's policies with those of another company.
- e) If the Company terminates this Agreement for cause, no further first-year or renewal commissions or other compensation of any kind, whether accrued and not payable at the date of termination, or accruable after termination, under this or any previous Agreement, shall be payable to Producer. Nothing herein shall be construed to limit any rights or claims of the Company against Producer.
- f) The Company may, in its sole discretion, suspend this Contract, temporarily revoking Producer's authority to represent the Company, during any reasonable period of investigation, to determine whether conditions exist to warrant termination for cause. Producer shall reasonably cooperate with the Company in any such investigation, including production of necessary documents and other requested information. During such period of investigation, the Company shall not be obligated to remit any commission or service fee due or becoming due.
- g) Upon termination of this Contract, either with cause or without cause, Producer agrees to return to the Company all previously furnished materials, supplies, insured's or lead lists, advertising or any and all other printed matter which mentions the Company.

# 9 Indemnification

Producer shall reimburse the Company and/or indemnify the Company for any loss, including attorneys' fees, resulting from actions by Producer or Producer's appointed Agents and for all costs, expenses, and attorneys' fees the Company may incur in recovering from Producer any property or indebtedness belonging to or due the Company. Producer further agrees to indemnify and hold the Company harmless for any claim, loss, expense, cost or liability which it may incur as a result of Producer's breach of the terms of the Contract or violation of any law or regulation or failure to comply with any court order. Should any claims or lawsuits be made by a third party against Producer, or the Company, as a result of any alleged wrongdoing by Producer, then Producer agrees to hold the Company harmless from and indemnify it for any claim, loss, expense, cost or liability which it may incur in defending the action and for any settlement or judgment resulting from such action. The Company may, at its discretion, defend or settle any such claim.

## Assignment

This Contract may not be assigned without the prior written consent of the Company, which consent shall not be unreasonably withheld. No assignment of any commissions, or any portion thereof, due or to become due to Producer shall be valid and recognized by the Company unless authorized in writing by an officer. Any authorized assignment shall be subject to the provisions of this Contract and to all applicable laws, and shall be subordinate to any indebtedness of Producer to the Company then or thereafter existing.

## 10. <u>Ethics</u>

The Company is committed to ethical marketplace conduct. Producer hereby acknowledges, understands and agrees to abide by the Company's Ethical Market Conduct Policy.

- a) Producer is required to adhere to the Company's rules and regulations concerning ethical market conduct, which require that Producer;
  - carefully evaluate the insurance needs and financial objective of clients, and use sales tools, including policy illustrations and sales brochures, to determine that the insurance or annuity Producer is proposing meets these needs;
  - maintain a current license and valid appointment in all states in which Producer promotes the sale of the Company products to customers and keep abreast of current changes in insurance laws and regulations by reviewing the bulletins, newsletters, notices and information that the Company publishes;
  - comply with the Company policies concerning replacements, and refrain from providing false or misleading information about a competitor or competing product or otherwise making disparaging remarks about a competitor;
  - 4) submit all advertising materials intended to promote the sale of a Company product to the home office for approval prior to use;
  - 5) immediately report in writing to the Company any customer complaints, whether written or oral, and assist the Company in resolving the complaint to the satisfaction of all parties;
  - 6) communicate these standards to any producers or office personnel that Producer directly supervises and request their agreement to be bound by these conditions as well.

# **Article III – General Provisions**

# 1. Jurisdiction and Venue

This Contract shall be governed by the laws of the State of Oklahoma applicable to agreements executed and performed within the State of Oklahoma and without giving effect to rules for conflicts of laws. The parties agree that they are subject to personal jurisdiction within the State of Oklahoma and consent that any action in law or equity shall be brought in Tulsa County, Oklahoma.

# 2. Non-Waiver

The forbearance or neglect of the Company to insist upon strict compliance with any of the provisions of this Contract, whether continuing or not, or to terminate this Agreement, shall not be construed as a waiver of any of the Company's rights or privileges hereunder.

# 3. Amendments

This Agreement may be amended only by written instrument, executed by a <u>duly authorized</u> officer of the Company, which by its terms expresses an intention to modify this Agreement.

# 4. Entire Agreement

This Agreement, together with the attached commission schedules, supersedes any and all previous agreements, whether oral or written, between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Contract as of the effective date above.

Date:	By: (Producer Signature)	
	Print Name:	
Date:	By: (Recruiting Agent Signature & Name of Bus	
	Print Name:	
Date:	By: Trinity and Family Benefit Life Insurance	



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# AGREEMENT TO ADVANCE COMMISSIONS

This Agreement dated \_\_\_\_\_\_, \_\_\_\_\_ supplements the appointment contract entered into between \_\_\_\_\_\_, (the "**Producer**") and Trinity Life Insurance Company and/or Family Benefit Life Insurance Company, (the "**Company**" and together with the Producer, the "**Parties**"). This Agreement shall be attached to Producer's appointment contract and made a part thereof and shall supersede any prior agreements between the Parties with respect to the advance of commissions.

# Section 1. Advanced Commission

The Company agrees to advance commissions to Producer on life policies (but not annuities) treated as "paid" by the Company. Policies will be considered "paid" when approved by an underwriter and after the first premium has been accepted and applied. Producer agrees that such commissions, when earned, shall be applied to reduce Producer's indebtedness to the Company. At such time that the Company recovers the advanced commission on an advanced policy, the company will pay to Producer as earned. The Company will advance on cases paid via automatic premium withdrawal by EFT. We will not advance on cases paid on a list/group billing.

# Section 2. Amount of Advance

At the time each policy subject to this Agreement is issued and paid, the Company will advance a percentage of first year commission on life policies as defined in the Producer's appointment contract, which percentage shall be set forth under a written schedule provided to Producer by the Company (the "Commission Advance Schedule"). The Company reserves the right to modify the Commission Advance Schedule from time to time upon written notice to Producer. The Company limits the total commission advance on any one policy to no more than \$1,000 and limits the monthly aggregate commission advance on all cases to no more than \$10,000.

# Section 3. Charge-back of Advance Commission

The Company will immediately charge back and collect any unearned advanced commission paid to Producer for any policy which terminates. Unearned advanced commission is defined as commission advanced on a policy, less all commission earned on the policy's collected premiums. At any time, upon demand by the Company, any monies paid as an advance of commissions to you or to your agents or otherwise due from you to the Company as shown on your agent's statement shall be payable by you to the Company.

## Section 4. Offset and Recover

The Company reserves and is hereby granted a valid superior lien and right of first offset against all commissions and any other compensation payable to Producer under this or any other contract with the Company and/or its affiliates as security for the payment of all debts or claims due or due hereafter. Producer hereby agrees to pay interest on any outstanding debt at the prevailing rate established by the Company and any reasonable and necessary attorney's fees incurred by the Company to collect Producer's indebtedness. The lien and right of first offset are not intended to be exclusive to any other remedy available to the Company, and each and every remedy at law or in equity shall be cumulative. Selection of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. Further, in order to secure indebtedness Producer hereby creates a security interest in and superior lien for the Company on all commissions currently due or that will become due to Producer from any and all other insurance companies or pursuant to any other agency agreements.

# Section 5. Terminations

Either Party may, upon written notice delivered personally or mailed to the other Party's last known address, terminate this Agreement and future advances of commissions to Producer. The Company further reserves the right to terminate this Agreement without notice upon failure to remedy an outstanding debit balance within thirty (30) days or upon filing for bankruptcy. The termination of this Agreement may be independent of Producer's appointment contract, which can remain active, and will not constitute a waiver of, or termination of the Company's right to enforce all provisions necessary to recover any indebtedness to the Company.

# Section 6. Entire Agreement and Modifications

With respect to the subject matter hereof this Agreement shall supersede all prior agreements, written or oral, between the Parties and shall constitute the entire agreement and understanding between the Parties. The Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended or altered except by a writing signed by Company and Producer. This Agreement cannot be changed by any verbal promise or statement by whom so ever made, and no written modification or change will bind the Company unless it is signed by the President, a Vice President, Secretary or Assistant Secretary of the Company, and expresses an intention to modify or change this Agreement. The Company reserves the right to modify this Agreement at any time by providing written notice to Producer.

# Section 7. Situs

This Agreement is made and performable in Tulsa, Tulsa County, Oklahoma. The parties agree that any actions at law or in equity hereunder shall be brought in Tulsa County, Oklahoma and that the laws of the State of Oklahoma shall govern any dispute arising hereunder.

# Section 8. Severability

Any provision to this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

# Section 9. Non-Waiver

The forbearance or neglect of the Company to insist upon strict compliance by you with any of the provisions of the Agreement, whether continuing or not, or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder. No waiver of any right or privilege of the Company arising from any default or failure of performance by you shall affect the Company's rights or privileges in the event of a further default or failure of performance.

Producer Signature:		Date
Recruiting Agent Signature:	#	Date
Trinity and Family Benefit Life Insurance Company:		Date





Home Offices: 7633 E. 63<sup>rd</sup> Place, Suite 230 Tulsa, OK 74133 Phone: 866-211-0811 Fax: 866-921-0921 Administrative Offices: PO BOX 5205 Frankfort, KY 40602-7084 Phone: 866-440-1357 Fax: 502-875-7084

# Principles and Code of Ethical Market Conduct

# **Principles of Ethical Market Conduct:**

Each life insurance company subscribing to these principles commits itself in all matters affecting the sale of individually-sold life and annuity products:

- 1. To conduct business according to high standards of honesty and fairness and to render that service to its customers which, in the same circumstances, it would apply to or demand for itself.
- 2. To provide competent and customer-focused sales and service.
- 3. To engage in active and fair competition.
- 4. To provide advertising and sales materials that are clear as to purpose and honest and fair as to content.
- 5. To provide for fair and expeditious handling of customer complaints and disputes.

To maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles of Ethical Market Conduct.

# Code of Ethical Market Conduct:

# 1. To conduct its business according to high standards of honesty and fairness, an insurer will implement policies and procedures designed to provide reasonable assurance that:

(a) Insofar as individual products or those marketed on an individual basis are concerned, its distributors make reasonable efforts to determine the insurable needs or financial objectives of its customers based upon relevant information obtained from the customer and enter into transactions which assist the customer in meeting his or her insurable needs or financial objectives.

(b) It maintains compliance with applicable laws and regulations.

(c) In cooperation with consumers, regulators, and others, it affirmatively seeks to improve the practices for sales and marketing of life and annuity products.

(d) The Principles of Ethical Market Conduct are reflected in company policies and practices.

# 2. To provide for competent sales and service of life and annuity products, an insurer will develop policies and procedures designed to provide reasonable assurance that:

(a) Its distributors are of good character and business repute, and have appropriate qualifications and training.

(b) Its distributors are duly licensed or otherwise qualified under state law.

(c) Its distributors and employees involved in the sales process are adequately trained, as

appropriate to the insurer's distribution system, to focus on customers' needs and objectives.

(d) Its distributors have adequate knowledge of the insurer's products and their operation.

(e) Its distributors and employee involved in the sales process are trained, as appropriate to its distribution system, in the need to comply with applicable insurance laws and regulations and the concepts in the Principles and Code of Ethical Market Conduct.

(f) Its distributors and employees involved in the sales process participate, as appropriate to the insurer's distribution system, in continuing education.

3. Insurers are committed to competition as the most effective and efficient means of providing products and services to customers. Competition is also the most efficient regulator of activities. To maintain and enhance competition in the marketplace for life and annuity products, an insurer will develop policies and procedures designed to provide reasonable assurance that:

(a) It maintains compliance with applicable state and federal laws fostering fair competition.

(b) Its distributors do not replace existing life insurance policies and annuity contracts without first communicating to the customer, in a manner consistent with Principle 4, information that he or she needs in order to ascertain whether such replacement of existing policies or contracts may or may not be appropriate.

(c) Its distributors and employees involved in the sales process refrain from disparaging competitor insurer.

# 4. To provide sales and advertising materials which are clear as to purpose and honest and fair as to content, an insurer will develop policies and procedures designed to provide reasonable assurance that:

(a) Presentation of any material designed to lead to sales or solicitation of life and annuity products is done in a manner consistent with the needs of the customer. All such sales or solicitation communications should be based upon the principles of fair dealing and good faith, and will have a sound basis in fact.

(b) Materials presented as part of a sale are comprehensible in light of the complexity of the product being sold.

(c) It maintains compliance with applicable laws and regulations related to advertising, unfair trade practices, sales illustrations, and other similar provisions.

(d) Illustrations of premiums and considerations, costs, values, and benefits are accurate and fair, and contain appropriate disclosure of amounts which are not guaranteed and those which are guaranteed in the policy or contract.

# 5. To resolve any complaints and disputes that may arise concerning market conduct, an insurer will develop policies and procedures designed to provide reasonable assurance that:

(a) Complaints are identified, evaluated, and handled in compliance with applicable laws and regulations related to consumer complaint handling.

**(b)** Good faith efforts are made to resolve complaints and disputes without resorting to civil litigation.

# 6. A critical element in the establishment of an effective market conduct compliance program is management support. Support from the top of an organization is a cornerstone in creating an environment within a company where compliance is an important management objective.

(a) It establishes and enforces policies and procedures reasonably designed to comply with the Principles and Code of Ethical Market Conduct.

**(b)** There is an adequate system of supervision of the market activities of its distributors and employees involved in the sales process in order to monitor their compliance with these Principles and Code and applicable laws regulations.

(c) Compliance training sessions are conducted for employees involved in the sales process and instruction on the company's compliance requirements is made available to all distributors.

(d) Policies and procedures provide for internal auditing and monitoring of information related to the sales practices of its employees involved in the sales process and distributors.

Name (as shown on your income tax return)

Ň	Business name/disregarded entity name, if different from above		
page			
	Check appropriate box for federal tax classification:		Exemptions (see instructions):
uo	Individual/sole proprietor	Trust/estate	
e NS		Thusi' estate	Exempt payee code (if any)
₿	Limited liability company. Enter the tay elegation (C. C. correction, C. C. correction, D. partner	ahin)	· · · · · · · · · · · · · · · · · · ·
2 2	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partner	snip) 🕨	Exemption from FATCA reporting
Print or type c Instructions			code (if any)
	Other (see instructions) ►		
P Specific	Address (number, street, and apt. or suite no.)	Requester's name a	nd address (optional)
bē			
	City, state, and ZIP code		
See			
	List account number(s) here (optional)		
Par	t I Taxpayer Identification Number (TIN)		
	your TIN in the appropriate box. The TIN provided must match the name given on the "Name	' line Social sec	urity number
	bid backup withholding. For individuals, this is your social security number (SSN). However, for		
	ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other		
	es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	ta 📃	
TIN o	n page 3.		
Note.	If the account is in more than one name, see the chart on page 4 for guidelines on whose	Employer	identification number
numb	er to enter.		
Par	t 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
- 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), 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 on page 3.

Here	Signature of U.S. person ►	Date 🕨

# **General Instructions**

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w*9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### **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, payments made to you in settlement of payment card and third party network transactions, 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, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are

exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership to extates, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

# Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt* payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# **Specific Instructions**

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the	Э
"Name" line and any business, trade, or "doing business as (DBA) name" on th	e
"Business name/disregarded entity name" line.	

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the disregarded entity anem" line. If the complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

#### Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2-The United States or any of its agencies or instrumentalities

3-A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

 $4-{\rm A}$  foreign government or any of its political subdivisions, agencies, or instrumentalities

5-A corporation

6-A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

 $7{-}{\rm A}$  futures commission merchant registered with the Commodity Futures Trading Commission

8-A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10-A common trust fund operated by a bank under section 584(a)

11-A financial institution

 $12\mathchar`-A$  middleman known in the investment community as a nominee or custodian

13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C-A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

 $\rm H-A$  regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L-A trust exempt from tax under section 664 or described in section 4947(a)(1)

M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

#### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
<ol> <li>Individual</li> <li>Two or more individuals (joint account)</li> </ol>	The individual The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
<ul> <li>4. a. The usual revocable savings trust (grantor is also trustee)</li> <li>b. So-called trust account that is not a legal or valid trust under state law</li> </ul>	The grantor-trustee '
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
<ol> <li>Disregarded entity not owned by an individual</li> </ol>	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
<ol> <li>Association, club, religious, charitable, educational, or other tax-exempt organization</li> </ol>	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
<ol> <li>Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))</li> </ol>	The trust

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to minic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# **DO NOT DISCARD**

Federal law requires that you successfully complete the enclosed training program and written test in order to keep your current appointment with Trinity Life Insurance Company and/or Family Benefit Life Insurance Company in good standing.

Thank you for your cooperation.

# **ANTI-MONEY LAUNDERING**

# AGENT TRAINING PROGRAM





# **Home Offices:**

7633 E. 63<sup>rd</sup> Place, Suite 230 Tulsa, OK 74133 Phone: 866-211-0811 Fax: 866-921-0921

# Administrative Offices:

PO BOX 5205 Frankfort, KY 40602-7084 Phone: 866-440-1357 Fax: 502-875-7084

# ANTI-MONEY LAUNDERING TRAINING

The USA PATRIOT Act ("the Act") was enacted in response to the September 11th terrorist attack. Under the Act, the Department of the Treasury has expanded its attempts to deter the activities of terrorists and the financing of their operations.

Part of this expansion requires insurance companies to establish an Anti-Money Laundering program and implement training programs to help prevent their products from being used in a money laundering operation.

All employees and appointed agents must complete a training program that is tailored to fit the insurance company and the products they offer.

# **ANTI-MONEY LAUNDERING PROGRAM / POLICY**

Trinity Life and/or Family Benefit Life will never knowingly participate in money laundering activities with any individual or entity and will incorporate procedures in compliance with all federal regulations and guidelines for insurance companies. The program will involve the following:

1. Trinity Life and/or Family Benefit Life will develop internal policies, procedures, and controls;

2. Trinity Life and/or Family Benefit Life will implement an effective program that is updated as necessary under the guidance of the Compliance Department and will provide easy access for reporting suspicious activities;

3. Trinity Life and/or Family Benefit Life will provide adequate training to all key employees and appointed agents and will develop a "know your customer" rule;

4. Trinity Life and/or Family Benefit Life will implement an independent audit function to test the overall program.

## WHAT IS MONEY LAUNDERING?

Money laundering occurs when someone uses legitimate financial mechanisms, including insurance products, to make the proceeds of his/her illegal activity appear legitimate.

Money laundering risks include:

- The ability to purchase products with cash;
- The purchase of products with a single premium or lump-sum payment;
- The ability to borrow funds under a product or surrender the policy for cash.

All of the above acts provide the money launderer with a means for integrating illegally obtained money into circulation so that it appears to be legal.

# TRAINING OF AGENTS

Insurance agents play an important role in the effective operation of the anti-money laundering program.

Insurance companies are required by law to provide adequate training and written testing of all appointed agents.

Insurance companies may satisfy the training obligation of its appointed agents by verifying that the agent has received the required training from another insurance company or from a competent third party.

If you have already received training from another company, it may not be necessary for you to complete our program. Please forward a copy of your certificate of completion to the home office for verification.

# PART 1. KNOW YOUR CUSTOMER

It takes everyone associated with the insurance company to help make the anti-money laundering program a success, especially the agents who have one-on-one contact with the customer.

- If you know your customer, please note "personally known to me" under the agent's comments or on the front of the application.
- If you do not personally know your customer, please check a photo identification (driver's license or other government issued ID). Make a note concerning the type of identification checked under agent's comments or on the front of the application.

# PART 2. BE AWARE OF "RED FLAGS"

"Red Flags" may be an indication that a suspicious activity is occurring and can include:

- The purchase of a product inconsistent with a customer's needs;
- Any unusual method of payment, particularly by cash or cash equivalents;
- The early termination of a policy, especially at a cost to the customer;
- The transfer of the benefit of a policy to an unrelated third party;
- Little or no concern by a customer regarding investment performance, but concerned about early termination rules;
- The reluctance by a customer to provide identifying information;
- Purchase of multiple policies on the same individual in small increments;
- The request for a loan soon after purchasing the product;
- Owners or beneficiaries on a policy are foreign nationals;
- Frequent "free-look" surrenders.

# PART 3. REPORT ALL CASH TRANSACTIONS THAT INVOLVE OR AGGREGATE AT LEAST \$5000 IN FUNDS OR OTHER ASSETS AND INVOLVE A SUSPICIOUS TRANSACTION

If an agent is aware of a cash transaction that meets or exceeds the threshold amount and involves a suspicious transaction, it should be reported to the Compliance Team.

# PART 4. SUSPICIOUS ACTIVITY MONITORING AND REPORTING

A suspicious activity is an activity that is outside normal business procedures. If you should become aware of any suspicious activity or "red flag", you must report it to the home office.

# IMPORTANT FEDERAL PROHIBITION:

Federal law prohibits you from informing the individual or business that you suspect suspicious activity on their part and that you have reported it.

# PART 5. PENALTIES

If Trinity Life and/or Family Benefit Life, any of its employees, or its appointed agents were to knowingly aid an individual or entity in money laundering, the company and/or the individual could be subject to penalties.

The penalties could involve:

- Criminal penalties in the form of fines or prison sentences imposed by the federal government;
- Civil penalties in the form of money judgments or the seizure of property. The civil penalties are
  related to an individual helping others to launder money by accepting the illegally obtained
  money and placing it in the financial system.

If Trinity Life and/or Family Benefit Life or any of its agents or employees were found to be in violation of the federal law, the damage that would occur to the reputation of both the agent and company would be insurmountable. These are the types of stories that the news media promote, helping to cast doubt in customers minds and in the eyes of the public.

## PART 6. WRITTEN TESTING

Please complete the included written test. You may use the training manual to assist you. You must answer all questions correctly, otherwise you will be asked to retake the test. Upon completion, return it to:

# Trinity Life Insurance / Family Benefit Life-Marketing Department

Fax: (918) 249-2478 Email: mmorales@trinitylifeinsurance.com Phone: (918) 249-2438

Mail: Trinity Life Insurance Company/Family Benefit Life Insurance Company 7633 East 63<sup>rd</sup> Place, Suite 230 Tulsa, OK 74133

AML 04/2019





# WRITTEN TESTING

Please complete the written test below. You may use the training manual to assist you. You must answer all questions correctly, otherwise, you will be asked to retake the test.

1. Money laundering occurs when someone uses legitimate financial mechanisms, including insurance products, to make the proceeds of his/her illegal activity appear legitimate.

□ TRUE □ FALSE

2. Anti-money laundering programs must be established by all insurance companies in compliance with federal regulations.

□ TRUE □ FALSE

3. Anti-money laundering programs must include the training and written testing of all employees and appointed agents.

□ TRUE □ FALSE

4. Agents must make a reasonable effort to determine the true identity of their customers by checking a photo id when the customer is not personally known to them.

□ TRUE

FALSE

5. Red flags and suspicious activity must be reported to the home office.

□ TRUE □ FALSE

6. It is OK to let the customer know that you are reporting their suspicious activity.

□ TRUE □ FALSE

PRINTED NAME:	DATE:
STCNATURE	AGENT #:
SIGNATURE:	AGENT #
MAILING ADDRESS:	
EMAIL ADDRESS.	

AML 04/2019

# **Agent Direct Deposit Authorization**

**REQUIRED:** Check the appropriate boxes below.

□ New Enrollment

# □ Change of Information Previously Submitted.

This form authorizes Trinity Life Insurance Company (TLIC) and/or Family Benefit Life Insurance Company (FBLIC) to deposit your weekly compensation directly into your checking or savings account and is a form that is required for contract approval.

I certify that I am the owner, or joint owner, of the account designated and am entitled to provide this authorization. I authorize TLIC and/or FBLIC to initiate electronic credit entries, and if necessary, debit entries and adjustments for any credit entries in error to my account listed below. This authorization will remain in effect until TLIC and/or FBLIC receives written notice of direct deposit termination from me, in such time and manner as to afford reasonable opportunity for TLIC and/or FBLIC and the Financial Institution(s) to act on it. I also understand that direct deposit is required to keep my contract active. I understand that the very earliest I can expect my checking account to be credited will be upon processing and approval of this application. Also, if I change or terminate my account without notifying TLIC and/or FBLIC in writing, I understand that my pay may be delayed and paid in the form of a paper check. I may discontinue this authorization by my written request, or automatically two years following my termination as an independent producer appointed by TLIC and/or FBLIC. I further understand that TLIC and/or FBLIC may terminate this agreement upon written notice to me and that occasionally, a paper check may need to be issued to me instead of a direct deposit to my account. Under these circumstances, I understand that the check will be mailed to me on the same day as the commission cycle and will be mailed through regular mail.

A. Bank Name: _	A. Bank Name: Address:			
Bank Routing # (f	for electronic transactions):			
Bank Account #: _		Select One:	CheckingSavings	
B. Name as it ap	pears on bank account:			
C. Agent Name (	please print):	TLIC AGENT. #:	FBLIC#:	
D. Email (require provided if you	ed):@ u do not have one. Commission state	An email An email ements will be sent by email.	address will be	
E. Telephone: H	Home:	Office:		
	Authorized Account Signature		Date	
F. Follow instruct	tions below to complete your direct de	eposit enrollment:		
	ccount: Staple a <u>VOIDED CHECK</u> . (I count: Staple a <u>savings deposit slip</u>		(k	
	Staple your <u>voided ch</u>	<u>neck</u> here for <u>checking acco</u>	<u>unt</u> .	



Home Offices: 7633 E. 63<sup>rd</sup> Place, Suite 230 Tulsa, OK 74133 Phone: 866-211-0811 Fax: 866-921-0921 Administrative Offices: PO BOX 5205 Frankfort, KY 40602-7084 Phone: 866-440-1357 Fax: 502-875-7084

# AGENT SUITABILITY CERTIFICATION

**ANNUITIES** 

As a licensed and appointed producer with Trinity Life Insurance Company and/or Family Benefit Life Insurance Company you have certain responsibilities pertaining to suitability requirements for annuity sales directed towards senior citizens. These responsibilities include:

- 1. All annuity sales will be conducted in an ethical manner.
- 2. As a producer you will not make any recommendation or statement that misrepresents the terms or conditions of any annuity contract for the purposes of making a sale or to induce an applicant to surrender or forfeit any existing annuity contract.
- 3. That any advertisement used will be filed with and approval given by Trinity Life and Family Benefit Life Insurance Company before any such advertisement is used.
- 4. That you will examine the suitability of any annuity product you present to a client to insure that the product being discussed is appropriate, affordable, and understood by the client.
- 5. That you will not give any tax, financial or estate planning advice unless you are properly licensed, trained and authorized to do so.
- 6. That failure to comply with any of these responsibilities or to complete this certification whenever requested can be used as grounds for termination.

I \_\_\_\_\_\_ (print name) certify that I will comply with the above rules regarding annuity sales. I also certify that I will comply with any additional rules or procedures set forth by Trinity Life Insurance Company and/or Family Benefit Life Insurance Company relating to suitability and sales.

Agent Signature: Agent Number:
--------------------------------

Date: \_\_\_\_\_

ASC/TLIC/FBLIC 04/2019







# Product Training Module—Deferred Annuity Products: Flex I, Max I and Max III

For Agent Use Only—This material is not intended to create public interest in an insurance product, an insurer or an agent. Please keep in mind that you may not give tax or legal advice.

# Selling Trinity Life's and Family Benefit Life's Quality Fixed Deferred Annuity Products

**Annuities** are one of the most popular financial products available today. They provide clients with unique, long-term retirement-planning options that can help them both to increase their savings and to turn their savings into retirement income that they cannot outlive. Because current tax law allows a portion of your clients' annuity account values to accumulate tax-deferred, an annuity's interest earnings can accumulate and compound untouched by federal, state or local income taxes until withdrawals are made. This tax-advantaged status helps make annuities attractive to individuals looking for a way to supplement future retirement benefits, and to retirees who want greater control over their income and the flexibility to continue deferring taxes on their interest earnings.

Trinity Life Insurance Company and Family Benefit Life Insurance Company has designed its fixed annuity products to take advantage of some of the most popular and customer-driven features available. Some of the advantages your clients may enjoy are described below. For more information, please review our product descriptions carefully, and contact the Home Office with any questions.

# Fixed Deferred: Accumulation of a Sum of Money for Future Use.

Fixed annuities offer steady, guaranteed growth. Trinity Life Insurance Company and Family Benefit Life Insurance Company guarantees your client will earn a minimum rate of interest for a fixed period of time. These features make fixed annuities somewhat similar to bank Certificates of Deposit (CDs). However, unlike a typical CD, an annuity contains a life insurance component and is not backed by the Federal Deposit Insurance Corporation (FDIC). Its security is directly related to the financial health of the insurance company that issues the annuity.

## Single Pay versus Flexible Pay:

**<u>Flexible (FPDA)</u>**—with a flexible premium deferred annuity, your client may make ongoing premium contributions to his or her annuity account. Clients can contribute money at regular or even irregular intervals.

**Single (SPDA)**—with a single premium deferred annuity, your client makes one lump-sum premium payment. Trinity Life and Family Benefit Life's SPDA contracts do not allow additional contributions after the original premium payment.

Flex I	Flexible Premium Deferred Annuity
Max I	Single Premium Deferred Annuity
Max III	Single Premium Deferred Annuity

**Premium**—the current maximum premium amount per individual regardless of the number of annuities is \$250,000. The minimum premium amount for the annuity is as follows:

	Minimum Premium Deposit		
Flex I	\$5,000 initial Single Deposit. Once issued may add as little as \$25 monthly		
Max I	\$5,000		
Max III	\$5,000		

**Issue Ages** —the Flex I may be established for owners age 18-84; the maximum Owner age for the Max I and Max III is 18-90. The maximum Annuitant age for the Flex I is 84; the maximum Annuitant age for the Max I and the MAX III is 90.

Single Annuitant and Single Owner-these annuities do not allow for joint annuitants or joint owners.

**Tax Qualified Options**—in the future we may offer additional options, but currently the annuity may only be established as a Traditional IRA, ROTH or a SEP. Non-qualified funds may also be used to establish the annuity.

**Rate Guarantees**—the annuity will be credited an initial interest rate that is guaranteed for one or three years depending on the annuity selected. After initial guarantee period, the contract will receive subsequent annual renewal rates based on the current economic and interest-rate environment. The Minimum Lifetime Guarantee Renewal Rate is set at time of policy issue.

	Initial Rate Guarantee Period	Renewal Rate Guarantee Period
Flex I	1 yr	1 yr
Max I	5 yr	1 yr
Max III	3 yr	1 yr

# **Surrender and Free Withdrawals**

**Surrender Charge Schedule**—unlike short-term savings products, deferred annuities are designed and priced for long-term retirement savings. Part of this design relies on the fact that the advantages of tax deferral work best when the annuity's growth is allowed to compound over time. All or a portion of the funds may be withdrawn at any time, however, early withdrawals are discouraged and are subject to surrender charges.

The surrender charges are in addition to any applicable local, state or federal taxes or penalties. The surrender charge is not a part of or associated with any local, state or federal taxes or with the IRS pre-age 59 ½ tax penalty that may apply to a withdrawal.

Expressed as a percentage of the annuity's total value, these charges diminish to zero over time. The schedule will not reset at the end of the surrender charge period.

	1	2	3	4	5	6	7	8+
Flex I	8%	7%	6%	5%	4%	3%	2%	0%
Max I	7%	6%	5%	4%	3%			
Max III	5%	5%	5%					

**Penalty Free Annual Limited Withdrawals**—based on the annuity chosen, it may offer up to a 15% free withdrawal each contract year. If offered, the free withdrawal maybe taken either as a lump sum or in periodic payments.

	Free Annual Withdrawal Privilege		
Flex I	15% of Account Value		
Max I	15% of Account Value		
Max III	NONE		

**Extended Care Benefit**—after 6 months from the issue date, if your client becomes confined to a hospital or qualifying extended care facility for a period of 30 or more consecutive days, Trinity Life Insurance Company and Family Benefit Life Insurance Company will waive surrender charges in excess of any free annual withdrawal up to the lesser of \$10,000 or 25% of the annuity value. To qualify for this waiver benefit, the owner's age cannot be greater than 75 at the time the contract is issued or at subsequent ownership change for the new owner. The amount(s) withdrawn from the contract value shall be made on account of the owner's confinement in a Hospital or Extended Care Facility.

**Out of Surrender**—after the end of the surrender period, your client may withdraw some or all of their annuity funds without surrender charges.

# **Settlement Options**

<u>Annuitization</u>—beginning in the sixth year the annuity may be converted to an income annuity. Once payments have started, all settlement options except Proceeds Held At Interest Only shall be final.

**Life Income**—a guaranteed income for as long as the annuitant lives. Payments will cease upon the death of the annuitant.

**Life Income with Fixed Period Certain**—a guaranteed income for as long as the annuitant lives. If the annuitant dies prior to the end of the period specified (10 or 20 years), the remaining fixed period certain payments continue to the beneficiary. In no event may such fixed period certain exceed the Annuitant's life expectancy.

**Fixed Period Certain Only**—a guaranteed income for a time period up to 30 years, but in no event may such fixed period certain exceed the Annuitant's life expectancy. If the annuitant dies during the fixed period certain, the remaining payments will be paid to the beneficiary.

**Payments of a Fixed Amount**—we will pay equal payments of the amount chosen until the proceeds and interest are fully paid.

**Proceeds Held At Interest Only**—we will hold the proceeds as principal, making interest payments for a period of not less than 5 years and no more than 20 years as elected.

# **Death Benefits**

**Death of Annuitant**—if the Annuitant dies before annuity payments under a settlement option begin, and while the Owner is living, the Owner will become the Annuitant. If the Owner is not a Natural Person, the Annuitant may not be changed or a new Annuitant may not be designated.

**Death of Owner Before Annuity Payments Begin**—if any Owner dies before payment under a settlement option starts, the death benefit must be distributed within five (5) years after the Owner's death. If the Beneficiary is the surviving spouse of the deceased Owner, he or she may continue the Contract with the surviving spouse as the Owner and the Death Provisions will not be applicable until the surviving spouse's death.

**Death of Owner After Annuity Payments Begin**—if any Owner dies on or after the date Annuity Payments under a Settlement Option begin, any remaining benefit payable will be distributed at least as rapidly as under the Settlement Option then in effect.

# Suitability Analysis During the Sales Process

- Is the Product Right for Your Client? In recommending an annuity to a client, suitability regulations require a producer to have reasonable basis to believe the recommended annuity is suitable for that particular client on the basis of facts disclosed by the client during the sales process. A producer should obtain and analyze the client's:
- Age
- Annual Income
- Financial Situation and Needs (including financial resources used to fund the annuity)
- Financial Experience
- Financial Objectives
- Intended Use of the Annuity
- Financial Time Horizon
- Existing Assets (including investments and life insurance holdings)
- Liquidity Needs
- Liquid Net worth
- Risk Tolerance
- Tax Status

The Producer must also have reasonable basis to believe:

- The client would benefit from certain features of the annuity such as tax-deferred growth, annuitization or a death or living benefits;
- (If applicable) an exchange or replacement is suitable taking into consideration if the client will incur a surrender charge, be subject to the commencement of a new surrender period, or possibly lose existing benefits;
- Would benefit from product riders, enhancements and improvements; and
- Has had another annuity exchange or replacement and, in particular, an exchange or replacement within the past 3 years.

# Sales Support

- TLIC and FBLIC Marketing Department: 866-211-0811 or email: <u>abegnoche@trinitylifeinsurance.com</u>
- Marketing Materials: <u>www.trinitylifeinsurance.com</u> or <u>www.familybenefitlife.com</u>. Agent Log-in and choose download forms. Choose your State then Annuity and click on Go.
- New Business Submission: TLIC or FBLIC
   PO Box 5205
   Frankfort, KY 40602-5205

 Street Address for Overnight Deliveries TLIC or FBLIC 200 Capital Ave. Frankfort, KY 40601-0717

# Trinity Life Insurance Company and Family Benefit Life Insurance Company Deferred Annuity Products Training Assessment

Suitability regulations require brokers and producers appointed to Trinity Life Insurance Company (TLIC) and/ or Family Benefit Life Insurance Company (FBLIC) to demonstrate a thorough and adequate knowledge of its annuity products to support your efforts in determining the suitability of a given product for your customers. The following questions will aid you in strengthening your knowledge and understanding of our individual deferred annuity products.

ame:	Producer Number(s):	Producer State:	
mail:	Producer Phone Number:		
Correct Answer:			
The maximum owner and annuitan Age 70 Age 74 Age 80 Age 84 Age 85	nt issue age for the FLEX 1 is:		
The FLEX 1 has a year inte One / Seven Three / Seven Seven / Seven Seven / Three Seven / One	erest rate guarantee period and a y	vear surrender period.	
Flexible Premium Deferred An	nuity		
The MAX III has a Free Ann 0% 10% 15%	nual Withdrawal.		
The Extended Care Endorsement Annuitant Owner	Rider is for issue ages 75 or younger. It is	based on the life of the:	
confinement or in any calendar yea	ar shall not exceed the lesser of: t Value t value	le for any one period of	
	orrect Answer: The maximum owner and annuitar Age 70 Age 74 Age 80 Age 84 Age 85 The FLEX 1 has a year int One / Seven Three / Seven Seven / Seven Seven / One The MAX 1 is which type of annuit Flexible Premium Deferred Ann Single Premium Deferred Annuity Indexed Deferred Annuity Indexed Deferred Annuity The MAX III has a Free Ann 0% 10% 15% Your client would like to withdrawa 4 <sup>th</sup> year TLIC and/or FBLIC will ass True False The Extended Care Endorsement Annuitant Owner Under the Extended Care Endorse confinement or in any calendar yea \$25,000 or 10% of the accoun	orrect Answer: The maximum owner and annuitant issue age for the FLEX 1 is: Age 70 Age 74 Age 80 Age 84 Age 85 The FLEX 1 has a year interest rate guarantee period and ay One / Seven Three / Seven Seven / Seven Seven / Seven Seven / One The MAX 1 is which type of annuity? Flexible Premium Deferred Annuity Single Premium Deferred Annuity Variable Annuity Indexed Deferred Annuity The MAX III has a Free Annual Withdrawal. 0% 10% 15% Your client would like to withdrawal half of the total account value from their 1 4 <sup>th</sup> year TLIC and/or FBLIC will assess a surrender charge for the withdrawa True False The Extended Care Endorsement Rider is for issue ages 75 or younger. It is Annuitant Owner Under the Extended Care Endorsement Rider, the maximum amount availab confinement or in any calendar year shall not exceed the lesser of: \$25,000 or 10% of the account Value	

**Producer Signature**