



CHESAPEAKE
LIFE INSURANCE

AGENT NUMBER _____

DIRECT REPORT _____

THIS CONTRACTING KIT CONTAINS

- Agent Appointment Application
- Managing General Agent Agreement
- Compensation Schedule
- Advance Compensation Agreement(s)
- Advance Commission Agreement
- Ethics Policy and Code of Conduct
- EFT Commission Authorization
- W9 Taxpayer Form
- Summary of your rights under the Fair Credit Reporting Act

SUBMIT THE FOLLOWING

_____ Copies of Resident and Non-Resident state LICENSES for the states you intend to transact business in;

_____ Fee for Resident and Non-Resident Appointments you require;

_____ CERTIFICATE OF COVERAGE if you have Errors and Omissions Insurance-KANSAS (Resident and Nonresident) AND KENTUCKY (Resident only) REQUIRED;

_____ A SIGNED EXPLANATION of any "yes" answer you give to questions 1-11 on the Agent Appointment Application;

_____ A completed Agent Appointment Application, Compensation Schedule, W9, a signed Managing General Agent Agreement, Ethics Policy and Code of Conduct, and Advance Commission Agreement(s);

_____ A signed EFT Commission Authorization with an attached voided check if EFT is elected.

- Routine Credit Reports are ordered on all new agents requesting appointment. If your personal or corporate credit report indicates a bankruptcy, civil judgments, tax liens or accounts turned over for collection, appointments will not be considered without a full written explanation along with any supporting documentation.
- Your contract cannot be processed without everything that has been requested above! We will return a copy of your contract after it has been signed at The Chesapeake Life Insurance Company home office.
- Check all forms for both agent and general agent signatures before mailing.

If you have any questions, please call NEAT Management Group Agent Licensing at (800) 451-9143.

ALL CHECKS MUST BE MADE PAYABLE TO: THE CHESAPEAKE LIFE

State	Fee	Other Requirements	Non Resident Fee
AL	\$30.00		\$30.00
AK	NO FEE		NO FEE
AZ	NO APPT		NO APPT
AR	\$20.00 Company Pays		\$60.00 Company Pays/Reciprocal
CA	\$24.00		\$24.00
CO	NO APPT		NO APPT
CT	\$45.00		\$45.00
DE	\$25.00		\$25.00
DC	\$25.00		\$25.00
FL	\$60.00		\$60 + \$6.00 Per County
GA	\$21.00		\$21.00
HI	NO FEE		NO FEE
ID	NO FEE		NO FEE
IL	NO APPT		NO APPT
IN	NO APPT		NO APPT
IA	\$20.00		\$20.00
KS	\$5.00		\$5.00
KY	\$40.00 per line	E&O Required (Resident Only)	\$50.00
LA	\$20.00		\$20.00 or reciprocal
MA	\$75.00 For Brokers & Individuals		\$75.00 For Brokers & Individuals
MD	NO FEE		NO FEE
ME	\$30.00		\$70.00
MI	\$5.00		\$5.00
MN	\$10.00		\$10.00
MS	\$10.00		\$10.00
MO	NO APPT		NO APPT
MT	NO FEE		NO FEE
NH	\$25.00		\$25.00
NJ	NO FEE		NO FEE
ND	\$10.00		\$10.00 or reciprocal
NE	\$20.00		\$20.00
NV	\$15.00		\$15.00
NM	\$23.00		\$23.00
NC	\$20.00		\$20.00
OH	\$20.00		\$20.00
OK	\$40 for 2 years		\$40.00
OR	NO FEE		NO FEE
PA	\$15.00		\$15.00
RI	NO APPT		NO APPT
SC	\$40.00 Company Pays		\$40.00 Company Pays
SD	\$10.00		\$20.00
TN	\$15.00		\$15.00
TX	\$10.00		\$10.00
UT	NO FEE		NO FEE
VA	\$14.00		\$14.00
VT	\$60.00		NO FEE
WA	\$20.00 biennial		\$20.00 biennial
WV	\$25.00		\$25.00
WI	\$7.00		\$24.00
WY	\$15.00		\$15.00

You must be approved for any state before you are eligible to negotiate or solicit an application.



THE CHESAPEAKE LIFE
INSURANCE COMPANY
AGENT APPOINTMENT APPLICATION

Agent# _____
Marketer Code _____
Date _____

Please Type or Print Clearly

Personal Information

Name _____ Nickname _____
Last First Middle

Social Security Number _____ Birth Date _____ Spouse's Name _____

Home Address _____

Home Phone Number (____) _____ Own Home _____ or Rent _____ How Long at Home Address _____
Street City State Zip

Business Address _____

Business Phone Number (____) _____ FAX Phone Number (____) _____
Street City State Zip

Email Address _____ Cell Phone Number (____) _____

UPS Shipping Address (No PO Boxes) _____

Street City State Zip

Previous Address - Last 5 Years

Street City State Zip

Insurance License Information

Are you presently licensed as an: [] Individual [] Partnership [] Corporation

Agency Name _____ Tax ID# _____

Indicate which states and how you wish to be appointed: (Attach copy of current license and fee for each state)

Table with 6 columns: State, License#, Life, Health, Resident, Non-Resident. Includes checkboxes for each category.

Commission Assignment

Do you desire your commissions to be assigned to your General Agent? If so, indicate the General Agent's name and number.

General Agent Name _____ General Agent Number _____

Insurance Experience

Please provide information about companies for whom you have sold or are presently selling Life or Health Insurance.

Table with 6 columns: Company Name, Home Office Location, Annualized Production, Persistency, During Period Date to Date, Product Sold.

Bank Reference

Name of Bank _____ Bank Officer _____
Address _____ Phone Number _____

General Information

YES NO

- Have you ever had your Insurance License refused, suspended or revoked, been placed on probation, reprimanded or fined by any State Insurance Department? If yes, please explain _____
- Have you ever had a complaint filed against you or ever been investigated by a State Insurance Department or Securities Agency? If yes, please explain _____
- Have you ever been convicted, pled guilty or no contest, or are you currently under investigation of a felony in any state? If yes, please explain and attach court records _____
- Have you ever had a bond cancelled or refused? If yes, please explain _____
- Has an Insurance Company ever cancelled or terminated your contract for reasons other than for lack of production? If yes, please explain _____
- Are you subject to any child support order? If yes, are you in full compliance? Yes No If not in compliance, please explain _____
- Do you have an outstanding debit balance with any Insurance Company, General Agent or Manager? If yes, list Companies and amounts _____
- Do you currently have, or in the past five years had, any civil judgments, garnishments or tax liens filed against you? If yes, please explain _____
- Have you ever filed for, or been declared bankrupt or insolvent, either personally or in business? If so, when? _____ please explain _____
- Have you previously been, or are you now, an agent with this Company? If yes, please give dates and if active or terminated _____
- Do you carry an Errors & Omissions Policy? (Kansas and Kentucky mandatory) If yes, list Carrier's name, Policy # and amount of coverage _____

Agent Certification and Authorization

I certify all information contained herein is true and complete to the best of my knowledge and belief. I understand any omission or misrepresentation of fact, in this application is cause for denial of appointment and or immediate termination with forfeiture of all future commissions. I agree to promptly notify the Company if any information herein changes. Furthermore, I acknowledge I am familiar with the insurance laws and regulations of the jurisdictions to which I am applying and am expressly forbidden to solicit insurance for the Company until duly notified.

I authorize all persons and entities including but not limited to: businesses, corporations, former supervisors, credit agencies, government agencies, law enforcement agencies, educational institutions, state insurance departments, the NASD, and all Military services, to release all written and verbal information about me to a background investigation company and Chesapeake Life Insurance Company. I release each from all liability and responsibility for doing so. I also authorize the procurement of a consumer credit report and understand it may contain information about my background, mode of living, character and personal reputation. I acknowledge I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of the nature and scope of the information requested in accordance with the Fair Credit Reporting Act (Public Law 91-508).

Print Applicant's Name

Applicant's Signature

Date

I further authorize the Company to investigate me, now and at any time while I am contracted with the Company, to share any information obtained with: affiliated companies, agent up-line and Company management. I agree this Authorization, in original or copy form, shall be valid for this and any future reports.

Print Applicant's Name

Applicant's Signature

Date

Recruiting General Agent Certification

I recommend this applicant for appointment assigned to my jurisdiction, subject to the terms of my contract with the Company. I certify to the best of my knowledge the applicant has a good personal and business reputation, is trustworthy and competent to act in the capacity of an insurance agent.

Recruiting General Agent's Name

Recruiting General Agent's Signature

Recruiting GA#

Home Office Use



MANAGING GENERAL AGENT AGREEMENT

INDIVIDUAL **PARTNERSHIP** **CORPORATION**

_____ **Agent Number**

General Agent's Full Name (Agency Name, if Partnership or Corporation)

Address

City

State

Zip Code

This Agreement between The Chesapeake Life Insurance Company (hereinafter referred to as the "Company"), and the Managing General Agent named herein, (hereinafter referred to as "you" "your" or "yours") is subject to the following terms and conditions:

1. **APPOINTMENT & DESIGNATION:** You are hereby appointed as an agent of the Company for the purpose of soliciting, personally or through other agents, applications for the Company's products in accordance with this Agreement. Soliciting brokers or agents you submit for appointment and approved by the Company are referred to as agents. The Company reserves the right to refuse appointment or terminate appointment of any agent. This Agreement does not grant exclusive rights in any territory or for any products.

2. **RELATIONSHIP:** Your relationship to the Company shall be that of an independent contractor and nothing contained in the Agreement shall make you or any of your employees, employees of the Company. You and your agents have no authority except that which is expressly set forth in this Agreement. No authority shall be implied from the authority expressly granted.

3. **AUTHORITY & GENERAL RESPONSIBILITY:** You agree to be responsible for the prompt delivery of policies or premium refunds sent to you or agents under you in accordance with the Company's rules and instructions; for agents following all Company rules and instructions; to make full disclosure to us of all facts known or learned about any applicant for coverage that relates to insurability; for complying with all state, federal and local laws, orders, rules, regulations, statutes and guidelines, including without limitation any State statute, regulation, order or interpretation in effect requiring you to protect the privacy of all "Nonpublic Personal Information" that you have about an applicant, owner, insured, annuitant, beneficiary or other person who seeks to obtain, obtains or has obtained a product or service from the Company; for obtaining, maintaining, and paying for the necessary licenses and appointment fees in the states in which you and your agents operate, whether resident or nonresident. The Company shall not be responsible for any expense you or your agents incur, losses to the Company by you or your agents acts or omissions, or any credit, advance or commission you make or pay to any agent. You agree to conduct your activities in a professional manner and abide by all present and future decisions and instructions issued by the Company. You agree to honor the Company's Code of Conduct detailed in the Ethics Policy attached and made part of this Agreement and you further agree to ensure that agents under you are familiar and compliant with the Company's Ethics Policy and Code of Conduct.

"Nonpublic Personal Information" has the meaning set forth in section 509 of the Gramm-Leach Bliley Act (P.L. 106-102) and any federal and state laws and regulations that implement that Act and includes but is not limited to name, address, and financial or health information of a policyholder, insured, applicant and prospect.

This section survives the termination of the Managing General Agent Contract.

The Company authorizes you to (a) solicit applications for insurance only on products specified on the attached Compensation Schedule, and similar or related documents required by the Company and to forward these documents promptly to the Company for consideration, (b) receive any application fee and initial premium at the time of application and/or additional first year premium collected when a policy is delivered, provided you immediately submit the whole amount received to the Company, (c) promptly deliver the policies issued by the Company to the insured and while the applicant's health has not changed and premiums have been paid in full.

4. **AGENT'S CONTRACTS:** You shall use without alteration the Company's printed contracts when contracting an agent. No such agent contract shall be in force until (a) the contract is properly executed by the agent, (b) the agent is duly and properly licensed to solicit for the Company, and (c) the agent is notified in writing that he/she is authorized to solicit for the Company.

5. **RESTRICTIONS:** Your authority does not permit you or your agents to do any of the following acts or to commit the Company to perform any of the following acts prior, during or after termination of this Agreement:

- A. waive, modify or change any terms, rates, conditions or limitations of any policy; premium receipt or any other writing for the Company;
- B. approve evidence of insurability, bind or commit the Company on any risk in any manner, or incur any expense or obligation in the name of the Company;
- C. collect or receive any premiums except initial premiums and/or additional first year premium collected when a policy is delivered, accept any payment of any past due premium except as requested by the Company, or rebate any premium in any manner whether directly or indirectly, or commingle any premiums in a personal or business account, other than a premium trust fund account;
- D. extend the time for any premium payment or reinstate any policy; waive or extend any policy condition or waive any forfeiture;
- E. adjust, settle or commit the Company to any claim; make any representation or state any opinion regarding the validity or payment of any claim;
- F. solicit in any state without a valid insurance license and appointment in that state;
- G. enter into any legal proceedings pertaining to the Company's business as a representative of the Company;
- H. take a course of action or aid others to roll business, to induce, or attempt to induce, insureds of the Company to terminate, reduce coverage or replace policies issued by the Company or otherwise disturb the relationship between the Company and its insured, or induce or attempt to induce any affiliated agent of the Company to cease association with the Company, or disparage the Company in any manner;
- I. utilize, in the marketing efforts performed under this Agreement, any advertising material other than that furnished to you by the Company or approved in writing by the Company. Advertising material includes but is not limited to (i) printed and published material, audiovisual material, or descriptive literature used in direct mail, newspapers, magazines, radio and television scripts, billboards and similar displays; (ii) descriptive literature and sales aids of all kinds including but not limited to circulars, leaflets, booklets, illustrations, computer proposals and form letters; (iii) all letterhead or business cards containing the Company's name or logo
- J. cash, endorse or negotiate any check, money order or draft made payable to the Company, without expressed written consent from the Company;
- K. use the name or initials of the Company; or any affiliate of the Company, in whole or in part, in any business or trade name without expressed written consent from the Company.

6. **LICENSES:** You and your agents must be properly licensed and appointed in every state in which commissions may be earned. Unless you are licensed and appointed, we are unable to pay you commissions on the business you produce or the business produced by agents reporting to you. The Company will not accept applications from an unlicensed agent. While you are responsible for all licensing and appointment fees, the Company may pay your appointment renewal fees for you and debit your commission account for those renewal fees. You must notify the Company if you do not want to be reappointed.

7. **RIGHTS:** The Company specifically reserves the right to (a) cease doing business in any state and to discontinue or withdraw from sale, any policy or special marketing concept in any state, (b) modify, change, or amend any policy or premium rate, (c) determine maximum and minimum limitations on any policy (d) modify, change or amend the conditions or terms under which any policy may be offered, (e) modify, change, amend, delete or add any Company procedure, (f) reject applications or refund premiums submitted by you or your agents without specifying the cause, (g) change future commission rates.

8. **COMMISSIONS:**

- A. The Company shall pay compensation in accordance with the Compensation Schedule(s) which form a part of this Agreement, on those premiums paid to the Company on persons insured with the Company; provided you continue to be listed as the agent of record. The Company will reduce compensation due you by the commission and renewal commissions due your agents.
- B. The Company may at any time and from time to time change; (i) the Plans contained in the Compensation Schedule(s) by adding or deleting one or more insurance Plans; and (ii) the Compensation Rates (initial and renewal) applicable to the respective Plans. Any change shall be by written notice to the Producer and shall apply only with respect to business issued on or after the date referred to in such notice and for which commissions are payable under the Agreement.
- C. Compensation shall be payable at the time premiums are paid to the Company, during the next published cycle date, on issued coverage. The Company and you agree that when the amount of compensation to be paid is less than \$25.00, such compensation shall not be paid to you at the time of receipt of premium or contribution by the Company, but shall accrue and be payable when the compensation owed equals or exceeds \$25.00. **The Company reserves the right to change the minimum amount of compensation.**
- D. The Company reserves the right to adjust commission on conversions, exchanges, replacements, reinstatements, or on other requests according to our then existing rules. The Company reserves the right to set the commission, if any, on premium increases.
- E. In the event of refund, return or noncollection by the Company of premiums or contributions on which compensation has been paid or credited to your account, the Company at its discretion may: (i) require you to reimburse said compensation, and/or (ii) offset said amount of compensation from any future compensation earned.

- F. You are not entitled to any compensation on those cases that the Company, in its sole discretion, may reject for coverage. No compensation shall be payable on premiums or contributions which have been waived by the Company.
- G. The Company will provide you with a statement of your commission account which will be considered a single account between you and the Company. If your statement has a debit balance, no cash payments are due you. Commissions will be credited to your account at the time the premium and application for a policy are received and coverage has been issued by the Company. If the Company in its discretion makes an adjustment resulting in a return of premium or the insured's premium check or draft is dishonored, the commissions originally credited to your account for these premiums will be reversed. Objections to commission statements must be made within 30 days of mailing the statements, otherwise it shall be deemed you have agreed to the correctness of such statement and remittance by the Company.
- H. Vested commissions shall be paid to you, your estate in event of death or credited to your account if this Agreement is terminated without cause as long as you continue to be listed as the Agent of Record. If commission earnings for 12 consecutive months fall below \$250.00, such commissions will be forfeited. If the Company, after a reasonable effort, is unable to determine your whereabouts or the whereabouts of any person entitled to your commission, such commission shall, if unclaimed for a period of twelve (12) consecutive months be forfeited to your hierarchy.

9. **TERMINATION WITHOUT CAUSE:** At any time either you or the Company may terminate this Agreement without cause by giving 10 days notice in writing sent to the last known address of the other. This Agreement shall immediately terminate without cause upon your death or total disability. Upon termination, any and all indebtedness shall be immediately due and payable.

10. **TERMINATION FOR CAUSE:** This Agreement shall immediately terminate for cause and all rights including compensation forfeited for any of the following reasons: (a) if you have converted or withheld any funds, commissions or other compensation owed or belonging to the Company or associated agency; (b) if you have knowingly misrepresented any product or service offered by the Company or health history of an applicant; (c) if you breach or fail to comply with any provision of the Agreement; (d) if you attempt or commit any act of fraud or are convicted of a felony; or (e) if, in order to induce the Company to enter into this Agreement, you knowingly furnish false information of a material nature or fail to disclose unfavorable information of a material nature; (f) you failed to comply with the laws of any regulatory authority; (g) your license is revoked, suspended, surrendered or refused renewal by any regulatory agency; (h) you used any advertising material not authorized by the Company, or (i) you or your agents fail to clear any indebtedness upon demand or fail to respond to any correspondence requiring a response and within the time prescribed (j) if you breach any of the principles detailed in the Company Code of Conduct or the Company Ethics Policy. If this Agreement is terminated without cause and cause is later proved to exist, then your remaining rights shall be forfeited and end from the date of the action giving rise to termination for cause, even if this action occurs subsequent to the original termination date.

11. **INDEBTEDNESS:** You are responsible for the payment to the Company of all monies which (a) you or your agents collect on the Company's behalf; (b) are due the Company because of compensation paid to you or your agents upon refund, return or noncollection of premiums; (c) are advanced or paid to you or your agents which are not due you or your agents under this Agreement. Until the Company receives all monies from you, the same shall be payable on demand and for which you are liable and no commissions are payable at the Company's option to you or your agents until such indebtedness is satisfied. Any indebtedness to the Company or associated agency incurred by you shall be a first lien on any monies due or to become due under this Agreement. The Company may, at any time, deduct from any monies due you, any such indebtedness together with interest up to the legal rate and any collection costs.

You hereby irrevocably assign to us any and all commissions or other income due or to become due you from any source whatsoever to be paid to and applied by us, in payment or partial payment of any indebtedness that may be owed by you or your agents. You hereby direct and authorize any person or company with whom you may heretofore or hereafter contract to pay any such sums under this assignment upon demand by us. If you should take or be placed into bankruptcy to the extent of any amount due the Company under this or any Agreement with the Company, no compensation shall be payable under this Agreement and such compensation shall immediately become the Company's property.

12. **ASSIGNMENT:** No assignment of any compensation due or to become due under this Agreement shall be valid unless approved in advance in writing by a duly authorized officer of the Company. Any assignment of compensation shall be subject to any existing or future indebtedness to the Company.

13. **REMITTANCES:** You are responsible for any monies received or collected on behalf of the Company, whether by you, your employees and/or agents. All monies should be held by you in a fiduciary capacity until remitted in full to the Company and shall not be misappropriated, commingled, converted or withheld from the Company.

14. **INDEMNITY:** You agree to indemnify and hold the Company and any associated agency harmless from any and all expenses, costs, fines, damages or causes of action incurred by the Company and/or associated agency resulting from your negligent, fraudulent or unauthorized acts or omissions or those of your employees and/or agents.

15. **MATERIALS, RECORDS AND NOTICE:** Materials developed and provided to you by the Company, including but not limited to, computer programs, manuals, advertising materials, underwriting guidelines, or any other information pertaining to the Company's products or their content shall remain the sole and exclusive property of the Company. These materials shall be used only in the solicitation of applications and may not be used for any other purpose. Such materials shall be delivered to the Company upon demand therefore, and in any event upon the termination of this Agreement for any reason. Upon receipt of any summons or other notice of suit or regulatory authority inquiry, wherein the Company is a party in any manner, you will immediately forward any and all such documents to The Chesapeake Life Insurance Company in Oklahoma City, Oklahoma by facsimile, express or overnight mail or courier.

16. **NON-WAIVER & VENUE:** The Company, in addition to other legal and equitable rights and remedies, shall be entitled to injunctive relief to restrain any active or threatened breach of this Agreement. Forbearance or neglect of Company to insist upon the performance of any provision of this Agreement at any time or under any circumstances shall not constitute a waiver of that provision or any other provision of this Agreement. All provisions of this Agreement are distinct and severable. If any provision of this Agreement shall be deemed to be void, invalid or otherwise unenforceable under law or equity, the same shall not affect the validity, legality or enforceability of any other provision or portion of the Agreement. You agree venue for any action, suit, proceeding or dispute shall be exclusively in Oklahoma City, Oklahoma with respect to any claim or cause of action, whether in law or in equity, including specific performance, arising under or relating to this Agreement, and waives personal service of any and all process upon it, and consents that all service of process given under any provision of this Agreement shall be complete and may be made by certified or registered mail, postage prepaid and return receipt requested to your last known business address according to Company records.

17. **ENTIRE AGREEMENT:** This Agreement along with any Company Ethics Policy and Code of Conduct, Advance Commission Agreement and Agent Appointment Application contains the entire Agreement between the Company and you as to the Plans of Insurance specified in the Compensation Schedule(s) which form a part of this Agreement and shall be construed in accordance with the laws of Oklahoma. This Agreement shall supersede any other agreement between the Company and you.

18. **EFFECTIVE DATE:** The Agreement shall be effective on the date it is accepted and executed by the Company.

SECTION 1. FOR INDIVIDUAL

Print Name of General Agent (Name on License)	Social Security No.
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Signature of General Agent	Date
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SECTION 2. Check One: **PARTNERSHIP** **CORPORATION**

Print Name of Partnership or Corporation (Name on License)	Tax ID No.
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Signature of Partner or Corporate Officer and Title	Date
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SECTION 3. FOR THE COMPANY – THE CHESAPEAKE LIFE INSURANCE COMPANY

By: _____

Authorized Signature	Date
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Advance Compensation Agreement

This Agreement is an Addendum to the Managing General Agent’s Contract between the Agent (named below) and The Chesapeake Life Insurance Company. Other than as stated in this Addendum, all other provisions of the Managing General Agent’s Contract shall be unaffected by the execution of this Addendum.

It is understand and agreed:

1. First year commission advances will be paid on issued and paid business on monthly bank draft only. The advance commission will equal 3, 6 or 9 months (CIRCLE ONE) of the annualized commission up to a maximum advance on any one (1) policy of \$3500.00.
2. Advance commission will not be paid on policies covering the life of any Agent, Agent’s family, relatives or any other contracted Agent.
3. In the event of any refund, rescission, lapsed, or cancelled policy, any unearned portion of the advance will be deducted from the next advance(s) and any earned first year or renewal commission. At the Companies discretion any indebtedness remaining at month-end because of the refund, rescission, lapsed or cancelled policy will require the Agent to remit payment in full to clear such indebtedness,
4. In order to remain eligible for commission advances, continued production, persistency and placement ratios satisfactory to the Company and outlined in the Company’s Ethics Statement, must be maintained.
5. The Company may, at its sole discretion, modify the terms of this Agreement at any time. Such modification will take effect upon the Company’s mailing of notice to the last known business address of the Agent as shown in the Company records.
6. Agent will be indebted to the Company by receiving advance commission under this Agreement. Any indebtedness will be a legal debt, which will be due on demand. The Company will retain a first priority security interest and right of off set against any commission or bonus payable to the Agent. All amounts due hereunder shall be payable to the Company’s office in Oklahoma City, Oklahoma; and since this Agreement is performed in Oklahoma, suit may be brought hereunder in Oklahoma County, Oklahoma.
7. If the Agreement and/or Managing General Agent Contract is terminated for any reason, the Company may retain all first year and renewal commission to offset any losses due to refunds, rescission, lapses or cancellations. The security created hereunder and the agent’s obligation to repay the indebtedness shall survive the termination of this Agreement and/or Managing General Agent’s Contract.
8. Upon termination of this Agreement, the Agent hereby promises and agrees to pay the Company interest on the unpaid balance of his/her indebtedness at the initial rate of 12 percent per year. The Company reserves the right to establish a new rate, which will not exceed 1½ percent per month or the maximum legal rate of interest under applicable Federal and State (Oklahoma) law, upon ten (10) days written notice to the Agent’s last know business address.

This Agreement shall survive the termination of all contractual relationships between General Agent and the insurance companies represented through NEAT Management Group, Inc. General Agent irrevocably authorizes NEAT Management Group, Inc. or any attorney of any court of record, after default, to confess a judgment without process against General Agent in favor of NEAT Management Group, Inc. and waives all errors in such proceedings and consents to immediate execution upon said judgment.

Executed this ____ day of _____, 20____.

Signature of Agent

The Chesapeake Life Insurance Company

Printed Name of Agent

Agent Code

The undersigned Recruiting Managing General Agent accepts responsibility, as a Guarantor, and is held liable for all debt of the above Agent. All terms of this Agreement shall apply jointly and severally to the Agent and Guarantor.

Guarantor (Recruiting Managing General Agent)

ADDENDUM TO ADVANCED COMPENSATION AGREEMENT

This addendum to the Advanced Compensation Agreement between the Managing General Agent (the “agent”) and The Chesapeake Life Insurance Company (the “Company”) is attached to the Managing General Agent’s Contract (the “Agreement”) effective on the date of signature of the Agreement and made part thereof.

This addendum is subject to the terms and conditions of the Agreement between the Agent and Company and other than stated in this addendum, all other provisions of the Agreement shall be unaffected by this Addendum.

Hereinafter, it is understood and agreed that numbers one (1) through seven (7) of the numbered paragraphs of the Agreement’s Advanced Compensation Agreement shall remain unchanged but that number eight (8) shall be as follows:

8. The Agent hereby promises and agrees to pay the Company interest on the unpaid balance of his/her Indebtedness at a rate established from time to time by the Company which will not exceed 1 and 1/2 percent per month, or the maximum legal rate of interest under the applicable Federal and State (Oklahoma) law, whichever is less. The initial rate of interest established by the Company will be at a rate of 3/4 percent per month and the Company shall have the right to establish a new interest rate on the outstanding balance of his/her Indebtedness upon ten (10) days written notice to his/her by regular mail at his/her last known address. Notwithstanding anything to the contrary, he/she shall not be required to pay more interest than the maximum legal rate under the applicable Federal and State (Oklahoma) law.

ADVANCE COMMISSION AGREEMENT

This **AGREEMENT** is by and between Tim McCoy & Associates, Inc., dba NEAT Management Group, with its principal place of business in Austin, Texas, (hereinafter called "NEAT") and _____, with his/her/its principal place of business in _____, (hereinafter called "General Agent").

WHEREAS, General Agent desires commission advancing, if eligible, from insurance companies represented through NEAT and commits to \$1,500 annualized premium production per month:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. General Agent agrees to pay to the order of the appropriate insurance company or NEAT the sum of any indebtedness resulting from unearned advances, any remuneration, special advances, fees, chargebacks of any kind, interest or any other charges to General Agent's commission account.
2. Within thirty (30) days written notice of demand for payment of indebtedness, General Agent agrees to immediately pay indebtedness in full, by cash, money order or certified funds.
3. General Agent further agrees and understands any unearned commissions are not an acceptable form of payment in the event demand has been made for any indebtedness. Any case involving a refund of premium, regardless of cause, will require General Agent to immediately remit payment, in full, to clear indebtedness.
4. In the event an insurance company holds NEAT financially responsible for General Agent's indebtedness and NEAT finds it necessary to enforce payment through legal action, General Agent agrees to pay reasonable legal fees and court costs incurred by NEAT and hold NEAT harmless from and against any such liability.
5. Both parties agree the enforcement of this Agreement shall be subject to the jurisdiction of the proper courts of Austin, Travis County, Texas and construed pursuant to the laws of the State of Texas.

This Agreement shall survive the termination of all contractual relationships between General Agent and the insurance companies represented through NEAT. General Agent irrevocably authorizes NEAT or any attorney of any court of record, after default, to confess a judgment without process against General Agent in favor of NEAT and waives all errors in such proceedings and consents to immediate execution upon said judgment.

This Agreement shall be a continuing one and shall remain in full force and effect until written notice from NEAT is received and until all debt and liability arising hereunder has been fully paid.

Agent Signature

Tim McCoy & Associates, Inc

Date

Date

**THE CHESAPEAKE LIFE INSURANCE COMPANY
ETHICS POLICY**

Every representative of The Chesapeake Life Insurance Company (Company) is responsible for both the integrity and the consequences of his or her own actions. The highest standards of honesty, integrity and fairness must be followed when engaging in any activity concerning Chesapeake, particularly relationships with policy owners, competitors, the public and other employees. Chesapeake expects that no representative will undertake any activity while on the Company premises or while engaging in the Company business that is or gives the appearance of being improper, illegal or immoral, or that could in any way harm or embarrass the Company or its customers.

THE ETHICS CHECK

The "ethics check" is a mechanism to help an individual sort out dilemmas by showing how to examine a problem at several different levels. The ethics check consists of three questions, each of which clarifies a different aspect of any decision, and therein helps to remove doubt on how to handle ethical situations. The ethics check questions are;

1. **Is it proper?**
Will I be violating any insurance law or regulation or civil or criminal laws? Am I complying with the Company's policy?
2. **Is it balanced?**
Is it fair to all parties concerned in both the short and long terms? Does it promote win-win relationships?
3. **How will it make me feel about myself?**
Will it make me proud? Would I feel good if my decision(s) or action(s) were publicized or if my family knew about it?

CODE OF CONDUCT

To conduct business in accordance with the Company's statement of ethics policy, the following principles shall be observed by all representatives of the Company. It is expected that each representative will:

- √ Communicate in an open and honest manner at all times.
- √ Understand and observe all insurance laws, state regulations. Company rules and printed guidelines.
- √ Understand and adhere scrupulously to all provisions of the Contract Agreement.
- √ Make accurate and complete sales presentations and initiate only new sales or policy transactions that are suitable and based on the client's needs.
- √ Listen well to your client and to Chesapeake.
- √ Submit applications on persons conforming to the physical, medical and financial requirements of the Company and accurately provide the Company with all information that may affect the underwriting or administration of the policy.
- √ Respect the confidence of prospective purchasers and policy owners and carefully safeguard any information regarding their personal and business affairs.
- √ Remit all monies to the Company promptly and completely, in a manner that can leave no doubt about rebating, commingling of funds or the appropriateness of such actions.
- √ Obtain accurate signatures on all forms and documents.
- √ Promptly deliver and thoroughly explain all policies and obtain appropriate delivery receipts as required.
- √ Render continuous service, of the highest quality, to all his/her clients and their beneficiaries.
- √ Be fair in relations with colleagues and competitors, always endeavoring to act in the client's best interest.
- √ Always be guided by integrity.
- √ **Respond to all inquiries from the Company in a prompt and thorough manner.**

I understand the policy on ethics and the Code of Conduct and agree to adhere to the terms of said policy.

PERSISTENCY AND PLACEMENT COMMITMENT

I also understand that a healthy persistency and placement ratio is indicative of a Producer who stands true to the above. Therefore, I commit to a thirteen (13) month persistency of no less than 80% and a minimum placement ratio of 85%. Should I fail to conform to the policy and/or the persistency/placement standards, I understand I may have my appointment terminated and my Contract Agreement canceled at any time.

Signature

Date

EFT COMMISSION AUTHORIZATION

Initial Request

Change Request

AGENT INFORMATION **Corporate**

Individual

Joint

Name on Contract: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Social Security or Tax Identification Number: _____

Agent Number(s): _____

BANK INFORMATION **Checking Account**

Savings Account

Credit Union

Name of Banking Institution: _____

Branch: _____

Address: _____

City: _____ State: _____ Zip: _____

ABA Routing Number: _____

Account Number: _____

Please attach a void check or deposit slip.

I authorize The Chesapeake Life Insurance Company to initiate credit entries to my bank account. I understand that this authorization will allow Chesapeake to debit the above if funds are credited erroneously to this account. This authority is to remain in effect until revoked by me in writing and until the Company actually receives such notice of termination. The Company will make the necessary changes within ten (10) business days of receipt of such notice of termination. All commission accounts within the Company will be included in this request unless specified otherwise.

Printed Signature, as it appears on bank records

Date

Signature, as it appears on bank records

Please allow seven (7) business days for processing

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number
+

or

Employer identification number
+

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

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

U.S. person. 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.

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 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 recipient 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 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** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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 the instructions below and the separate **Instructions for the Requester of Form W-9**.

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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required 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" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

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.

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

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

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. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

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-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 on-line at www.ssa.gov/online/ss5.html. 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, 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: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic 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, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 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 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 or Archer MSA 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:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal 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.)

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.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



A Summary of Your Rights Under the Fair Credit Reporting Act

The United States Federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy - to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U. S. C. §§ 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov/>) The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you - such as denying an application for credit, insurance, or employment - must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

You can find out what is in your file.

At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars and fifty cents (\$8.50).

You can dispute inaccurate information with the CRA.

If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs - to which it has provided the data - of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

Inaccurate information must be corrected or deleted.

A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it.

However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.

If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.

You can dispute inaccurate items with the source of the information.

If you tell anyone - such as a creditor who reports to a CRA - that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.

Outdated information may not be reported.

In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.

Access to your file is limited.

A CRA may provide information about you only to people with a need recognized by the FCRA, usually to consider an application with a creditor, insurer, employer, landlord, or other business.

Your consent is required for reports that are provided to employers, or reports that contain medical information.

A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.

Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.

You may seek damages from violators.

If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court. The FCRA gives several different federal agencies authority to enforce the FCRA.

FOR QUESTIONS OR CONCERNS REGARDING:	PLEASE CONTACT:
CRA's, creditors and others not listed below Federal Trade Commission	Consumer Response Center – FCRA Washington, DC 20580 *202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 *800-613-6743
Federal Reserve System member banks (except national banks and Federal Reserve Board branches/agencies of foreign banks)	Division of Consumer & Community Affairs Washington, DC 20551 *202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 *800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 *703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 *800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission Office of Financial Management	Department of Transportation Washington, DC 20590 *202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 *202-720-7051