

Agent Appointment Checklist

Fixed (including Fixed Index) Annuity Products

Instructions for Agents:

1. Please complete all forms indicated below. Please PRINT clearly.
2. Send your completed paperwork directly to Gainbridge Life Insurance Company for required signature.
 - a. Send to: customer.support@gainbridge.io
3. Retain a copy of all pages for your records.

For more information or assistance, please call 866-421-3125 .

Complete and/or Sign

Complete all forms required for Appointment in their entirety.

- ☐ Appointment Application
- ☐ Pre-Contracting Inquiry Release
- ☐ Certificate of the Business Guidelines

Save and File

Save and file all pages. **You do not need to include a copy of these forms with your completed paperwork. These are for your records.**

- ☐ A Summary of Your Rights Under the Fair Credit Reporting Act
- ☐ Notice Regarding Background Investigation Pursuant to California Civil Code 1786.22
- ☐ Notification per California Civil Code 1786.16

Throughout this form, "the Company" refers to the issuing company.

Agent Appointment Agreement

Agent Appointment Agreement between Gainbridge Life Insurance Company (hereinafter referred to as "the Company"), a Delaware corporation, and

Agent (as it appears on license) (First, MI, Last)

The Company and Agent agree as follows:

1. **APPOINTMENT AS AGENT.** Agent desires to enter into this Agent Agreement (this "Agreement") with the Company and to be appointed as an agent of the Company for the purpose of selling insurance or annuity plans (hereafter "Contracts". The appointment of an Agent is subject to the approval of the Company.
2. **EFFECTIVE DATE.** Provided the Agent holds the requisite licenses and has been approved for appointment by the Company, this Agreement shall take effect on the date the Company approves the Agent's appointment.
3. **AGENT BUSINESS GUIDELINES.** Agent has read and agrees to comply with the Company's Business Guidelines.
4. **LIABILITY AND INDEMNIFICATION.** The Company shall not be liable for any obligation, act or omission of Agent, including any act or omission in connection with the solicitation, distribution, or servicing of Contracts. Agent shall indemnify and hold harmless the Company against any loss, liability, claim, damage or expense (including the reasonable cost of investigation and reasonable attorney fees) arising out any act or omission by Agent or its representatives, or any breach of this Agreement by Agent.
5. **TERM AND TERMINATION.** This Agreement shall take effect on the Effective Date and shall continue in force from year to year thereafter unless it is sooner terminated in accordance with the provisions of this section.
 - a. **Voluntary Termination.** This Agreement may be terminated for any reason by either party. Such termination will become effective 5 days after the mailing of the notice of termination to the other party's last known address.
 - b. **Termination for Cause.** This Agreement may also be terminated by the Company for cause (violation of any of the terms of this Agreement); in which case the termination will become effective upon the mailing of a notice of termination to the Agent's last known address. Failure of the Company to terminate this Agreement upon knowledge of a cause shall not constitute a waiver of the right to terminate at a later time for such cause.
 - c. **Automatic Termination.** This Agreement shall immediately terminate automatically if the Agent shall cease to hold any requisite licenses.
 - d. **Survival.** Only sections 6, 8, and 12 shall continue in force after any termination of this Agreement

6. **ASSIGNMENT.** This Agreement may not be assigned by Agent except with the prior written consent of the Company.
7. **COMPENSATION OF AGENT.** Agent acknowledges and agrees that the terms of the Distributor as identified in the Distribution Services Agreement, and not the Company, shall be responsible for paying any compensation to Agent in connection with the sale of Contracts.
8. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of Indiana.
9. **NOTICE.** All notices relating to this Agreement shall be sent to the following addresses, or to such other address as a party may request by giving written notice to the other party:

If to the Company: ATTN Gainbridge Operations, 10555 Group 1001 Way Zionsville, IN 46007

If to the Agent: Agent's Last known address

10. **ENTIRE AGREEMENT.** The foregoing represents the entire agreement between the parties and supersedes all prior agreements between the parties with respect to the subject matter hereof and thereof. No party shall be bound by any other promise, agreement, understanding or representation unless it is made by an instrument in writing and signed by both parties.
11. **INDEPENDENT CONTRACTOR.** Agent is performing the acts covered by this Agreement in the capacity of an independent contractor and not as an employee of the Company. The parties intend for the Agent to be an independent contractor and all provisions in this Agreement shall be construed in accordance with this intention.
12. **LIMITATIONS ON AUTHORITY.** Agent shall have only the authority expressly granted in this Agreement and agrees not to:
 - a. Endorse, deposit, cash, or otherwise negotiate any check drawn to the Company's order, or to open any bank account in the Company's name, or to sign the Company's name in any circumstances, or to have any checks or promissory notes printed with the Company's name thereon.
 - b. Endorse, deposit, cash or otherwise negotiate any check drawn by the Company to the order of any payee other than the Agent.
 - c. Place the Company under any legal obligation which is not within the express authority granted by the Company in this Agreement, or elsewhere in writing.
 - d. accept risks of any kind, to make, modify or discharge Contracts, to extend the time for paying the premium, to waive forfeitures or any of the Company's rights or requirements, to bind the Company by any statement, promise or representation; to agree with any applicant to any extra premium for extra risks or to collect any moneys other than as may be provided in this Agreement.
 - e. Advertise or publicize the Company's name by using it in any advertising or publicity medium, including websites, electronic postings, newspapers, magazines, television or radio broadcasts, or any other written or electronic means unless the content of such advertising or publicity has first been submitted to and approved and authorized by the Company in writing.

- f. Sign as a witness to any person's signature on any application or other paper relating to the Company's business (such as health certificates, amendments, questionnaires, etc.) unless that signature is written in the Agent's presence.
- g. Sign the name of another person, such as an applicant, insured, policy owner, beneficiary, assignee or otherwise, whether or not such person consents thereto.
- h. Keep custody of a Contract, for a period longer than is necessary for purposes of analysis, record organization and review for servicing (rather, all Contracts must be delivered to their respective owners in an expedient manner and in conformance with applicable law).
- i. Be the assignee, owner or beneficiary of any policy issued by the Company, other than a policy on the Agent or on a member of the Agent's family.
- j. Represent the Company in any manner whatsoever before any state insurance department, or official thereof, or any governmental agency; such matters must be submitted to the Company for the attention of a Company officer.
- k. Affix stamps or labels on Contracts, Contract envelopes or literature of the Company in such a way as to obliterate or modify in any way the printed matter thereon.

Gainbridge Life Insurance Company
Authorized Signer
Title

Name of Agent	
Authorized Signer	
Title	Date (mm/dd/yyyy)

Appointment Application for Agent

Gainbridge Life Insurance Company

Personal Data (Individual and Entity if applicable)

Name ☐ Male ☐ Female		Date of Birth (mm/dd/yyyy)
Social Security Number		National Producer Number
Business Address		
Residence Address		
Business Phone		Residence Phone
Fax Number		E-mail Address

States in Which I Would Like to Sell Fixed Annuity Products (Including Fixed Index Annuity)

Resident State	License #	Type	Exp. Date (mm/dd/yyyy)
Non-Resident State	License #	Type	Exp. Date (mm/dd/yyyy)

Non-Resident State	License #	Type	Exp. Date (mm/dd/yyyy)

Broker Dealer FINRA Affiliation (if applicable)

☐ If no FINRA affiliation, please check here

Name	CRD Number		
Address (Number and Street)			
City	State	Zip Code	

Agent Appointment Questionnaire

If any of the following questions are answered with a yes, please attach a full explanation and include applicable documentation.

1. Have you ever filed a bankruptcy petition or been declared bankrupt or insolvent?

☐ Yes ☐ No
2. Has any insurer you represented, including Gainbridge Life Insurance Company and/or any of its affiliated companies, ever terminated your agent's or producer's contract or appointment for any other reason than low production?

☐ Yes ☐ No
3. Has any federal or state regulatory or supervisory agency ever taken any disciplinary action against you, including suspension or revocation of any of your licenses or other monetary or non-monetary sanction?

☐ Yes ☐ No
4. Do you have Errors & Omissions (E&O) coverage? (coverage is mandatory)

☐ Yes ☐ No

E&O Coverage Carrier	Policy Number	Exp. Date (mm/dd/yyyy)

5. Has a bonding company denied, paid on, or revoked a fidelity bond for you?

☐ Yes ☐ No
6. Have you been a party to any Errors & Omissions claim in the last five years?

☐ Yes ☐ No

7. a. Do you engage in any other business under your own name or any other (D/B/A) name?

☐ Yes ☐ No

- b. Are you or have you at any time in the past 5 years been a partner, officer or director of any other business?

☐ Yes ☐ No

8. Do you currently have any open state or federal levy tax lien, or garnishments?

☐ Yes ☐ No

9. With the exception of routine traffic violations, have you ever been convicted of, pled guilty to, or nolo contendere (no contest) in a court, or are you currently charged with any felony or crime involving insurance or investments, fraud, dishonesty, false statement or omissions, wrongful taking of property, perjury, or forgery?

☐ Yes ☐ No

10. Are you currently party to any litigation or the subject of any investigation, or any judgements pending?

☐ Yes ☐ No

11. Are you in debt or do you have any unsatisfied obligations to any insurance company?

☐ Yes ☐ No

12. Are you aware of any complaint, investigation, or proceeding that is pending, which could result in a change to any answer provided above?

☐ Yes ☐ No

13. Do you use any advertisements or other sales materials, including seminars, direct mail, print, or other media, or any sales tracks, which are intended to solicit or lead to solicitation of insurance or annuity products, other than materials that are approved proprietary materials of an insurance company or its FINRA broker-dealer affiliate?

☐ Yes ☐ No

Agent Acknowledgement

In accordance with my appointment with Gainbridge Life Insurance Company ("the Company"), I acknowledge that my authority resulting from such appointment, if any, shall be expressly limited to the solicitation of applications for approved products of the Company.

In connection therewith, I agree not to:

- Make, alter, or discharge the Company's policies or modify any forms relating thereto;
- Make any endorsements on policies; waive forfeitures; quote premium rates other than those published by the Company; guarantee or alter published dividend scales or interest rates;
- Misrepresent orally or in writing, including by means of any illustration or comparable document, the terms and conditions of any insurance policy, annuity or other product offered by or distributed through the Company;
- Incur any expense or create any liability or debt for which the Company would be responsible or bind the Company in any way without the written consent of an authorized officer of the Company;
- Conduct any business in the name of the Company, directly or indirectly, other than the solicitation, sale and servicing of the Company's policies;
- Issue, use, modify or allow to be published circulars, advertisements, illustrations or other materials relating to the Company or its policies and services unless such publication has been approved in writing by an authorized officer of the Company;
- Demand or accept any remuneration in connection with or incidental to the solicitation, sale and servicing of the Company's products, except from the Company;
- Become or allow any agent to become the primary delivery address for policy holder communications;
- Send out any material or mailers in connection with the Company that has not been pre-approved by the Company;
- Pay any premium to the Company on behalf of any applicant or policyholder;
- Engage in any conduct which violates applicable laws, rules, and regulations in any jurisdiction.

I agree to abide by the principles, policies, procedures, and rules which the Company has or may establish from time to time, whether published in print or online. I also acknowledge and agree that it is my obligation to obtain and review the Company's Business Guidelines and any other policies it publishes.

I agree to obtain and keep in place professional insurance coverages, including errors and omissions, in an amount as required by the Company from time to time, and will provide the Company with thirty (30) days advance written notice of any cancellation, termination, or material alteration of, or any reduction in, such coverage. Upon Company's request, Company shall have the right to inspect or obtain a copy of the original policies of insurance.

I agree to receive ongoing Anti-Money Laundering Training and to provide the Company with documentation of the completion of such training upon request from the Company.

Agent Acknowledgement (continued)

Explain all YES answers below. If additional space is needed, please attach a separate piece of paper.

I certify that the above statements in the Agent Appointment Questionnaire are true and agree to abide by the terms and conditions set forth in the above Agent Acknowledgment.

Agent's Signature

Date (MM/DD/YYYY)

Pre-Contracting Inquiry Release

In connection with my appointment as an Agent with Gainbridge Life Insurance Company ("the Company"), I authorize the Company to obtain an investigative consumer report on me. I further authorize the Company to obtain updates to this investigative consumer report from time to time. This background inquiry may include, among other things, reviews of companies I have associated with, former supervisors, consumer credit, criminal convictions, motor vehicle records, court records, and insurance department files. It may also include information regarding my character, general reputation, personal characteristics, mode of living, work habits, performance and experience along with reasons for leaving previous employers. Further, I understand and agree that the Company may request information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, credit, criminal, civil, and other experiences and those of any business entity with which I have been associated.

I understand that upon written request I will be given a list of the areas, which will be researched and included in the investigative consumer report into my background.

I have received and understand the attached summary of my rights under the federal Fair Credit Reporting Act.

I authorize any party or agency contracted by the Company or its representatives to furnish the above-mentioned information directly to the Company or its representatives and to rely on a copy of this Release as if it were the original. I hereby consent to the Company or its representatives obtaining the above information about me directly from any source.

Name (First, MI, Last)	
Driver's License Number	
Current Address	
Previous Address (if at current address less than 5 years)	
Agent's Signature	Date (mm/dd/yyyy)

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California Residents:

Pursuant to the California Investigative Consumer Reporting Agencies Act, you have a right to request a copy of the investigative consumer report from the agency named above. In addition, the Company will send to you a copy of the report within three (3) days of our receipt of the report if the following check box is selected: ☐

I have received and understand the attached Notification Per California Civil Code 1786.16 providing the name, address, phone number and website of the investigative consumer reporting agency which will provide the investigative consumer report to the Company.

I have received and understand the attached Notice Regarding Background Investigation Pursuant To California Civil Code 1786.22 outlining my rights under California law in connection with the investigative consumer report.

Minnesota and Oklahoma Residents:

Under Minnesota and Oklahoma law, you have a right to request a copy of the investigative consumer report from the agency named above. Select the following checkbox if you would like to receive a copy: ☐

A Summary of Your Rights Under the Fair Credit Reporting Act

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street, N.W., Washington, DC 20006.

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street, N.W., Washington, DC 20006.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - A person has taken adverse action against you because of information in your credit report;
 - You are the victim of identity theft and place a fraud alert in your file;
 - Your file contains inaccurate information as a result of fraud;
 - You are on public assistance;
 - You are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every twelve (12) months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the legacy must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within thirty (30) days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than ten (10) years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission Consumer Response Center FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name), Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B" appear in federal institution's name)	Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 www.helpwithmybank.gov
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Federal Reserve Consumer Help PO Box 1200 Minneapolis, MN 55480 888-851-1920 www.federalreserveconsumerhelp.gov
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration Office of Consumer Protection 1775 Duke Street Alexandria, VA 22314 703-518-1140 www.mycreditunion.gov
State chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center 1100 Walnut St, Box #11 Kansas City, MO 64106 1-800-378-9581
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation 1925 K Street NW Washington, DC 20423 202-366-4000
Activities subject to the Packers and Stockyards Act, 1921	U.S. Department of Agriculture GIPSA Administrator Stop 3601, Room 2055- South Building 1400 Independence Avenue, SW Washington, DC 20250-3601 202-720-0219

Notification per California Civil Code 1786.16

According to the provisions of the California Investigative Consumer Reporting Agencies Act (Civil Code 1786.16), we are providing a written notification that an Investigative Consumer Report will be requested as part of the employment process.

California law defines an "investigative consumer report" as "a consumer report in which information on a consumer's character, general reputation, personal characteristics, or mode of living is obtained through any means. The term does not include a consumer report or other compilation of information that is limited to specific factual information relating to a consumer's credit record or manner of obtaining credit obtained directly from a creditor of the consumer or from a consumer reporting agency when that information was obtained directly from a potential or existing creditor of the consumer or from the consumer."

First Advantage Consumer Center ("Agency"), is the investigative consumer reporting agency that will be preparing the investigative consumer report. The nature and scope of the report requested is:

- Credit Report
- Criminal History Search
- Civil Litigation Report
- Employment Verification

Upon request and proper identification, Agency will supply files and information during normal business hours and on reasonable notice. Files are available for visual inspection in person or by certified mail. A person of your choosing may accompany you on a personal inspection. A summary of all information is also available by telephone upon proper identification. (Agency's address and phone number are as follows):

First Advantage Consumer Center
P.O. Box 105108
Atlanta, GA 30348-5108
(800) 456-6004

Notice Regarding Background Investigation Pursuant to California Civil Code 1786.22

An investigative consumer reporting agency (the "Agency") will supply files and information that you have a right to inspect during normal business hours and on reasonable notice. All files that the Agency maintains on you will be made available for your visible inspection, as follows:

- In person, if you appear in person and furnish proper identification. A copy of the file will also be available to you for a fee not to exceed the actual costs of copying.
- By certified mail, if you make a written request to, with proper identification, for copies to be sent to a specified address. However, agencies complying with a request for such a mailing will not be liable for disclosures to third parties caused by mishandling of mail after it leaves the Agency.
- A summary of all information contained in your file and required to be provided to you under the California Civil code will be provided by telephone, if you have made a written request, with proper identification.

"Proper identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the Agency require additional information concerning your employment and personal or family history in order to verify his identity.

The Agency will provide trained personnel to explain any information furnished to you pursuant to Civil Code 1786.10.

The Agency will provide a written explanation of any coded information contained in your file. This written explanation shall be distributed whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choice when you come to inspect your file. This person must furnish reasonable identification. The Agency may require you to furnish a written statement granting permission to the Agency to discuss your file in your companion's presence.

The name, address, phone number, and website for the Agency is provided in the accompanying Notification Per California Civil Code 1786.16.