

This Agent Selling Agreement ("Agreement") is made by and between, Forethought Life Insurance Company ("Company"), and an agent who is authorized to sell insurance products ("Agent") (collectively, the "Parties").

**WITNESSETH**

WHEREAS, Company offers certain life policies, annuity contracts and/or annuity/long term care combination products (the "Products"); and

WHEREAS, Company wishes to appoint the Agent as agent of the Company for the solicitation and procurement of applications for the Products ; and

WHEREAS, Agent will be duly licensed under applicable state insurance law and where required, appointed as insurance agent of Company to solicit and sell the Products.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree to the following:

1. **Appointment of the Agent**

- 1.1 Company hereby appoints, effective upon compliance with individual state requirements, Agent, if any, as an agent of the Company for the solicitation and procurement of applications for the Products offered by the Company, in all states in which the Company is authorized to do business and in which Agent is properly insurance licensed.
- 1.2 For the purposes of this Agreement, the term "application" shall include enrollment of persons for group insurance contracts. The Agent appointed by Company may not begin solicitation of insurance contracts until such time as Company has issued a letter confirming the appointment(s). Agent shall solicit, service and sell the Products in accordance with all applicable laws.
- 1.3 The Agent maintains a valid license and appointment as Company's agent in each state in which Company appoints. Company reserves the following rights which may be exercised at Company's sole discretion without liability to Agent: (a) to refuse to contract with Agent; (b) to transfer Agent to a different agency hierarchy; and (c) to terminate the agreement under the terms of such agreement.
- 1.4 Agent shall be responsible for all monies collected, received, or which otherwise come into Agent's control which belong to Company's annuity or insurance contract owners (hereinafter referred to as a "insurance contract owners") or applicants shall be securely held in a fiduciary capacity and shall not be used for any personal or other purposes whatsoever, but shall be immediately paid over to Company. The Agent guarantees the payment to Company of all monies intended for or owing to Company's insurance contract owners, prospective insurance contract owners, or applicants that are collected, received, or otherwise come into Agent's control.
- 1.5 Agent's authority to act on Company's behalf shall exist only as expressly stated in this Agreement. No right, power, or authority shall be implied. The Agent agrees that it is without authority to do or perform and expressly agree not to do or perform the following acts on Company's behalf: (a) incur any indebtedness or liability; (b) make, alter, or discharge any insurance contract or other contracts; (c) waive forfeitures; (d) quote rates other than as quoted by Company; (e) extend the time for payment of any premium;(f) waive payment in cash; (g) guarantee dividends; or (h) deliver any insurance contract more than ten (10) days after issuance by Company or fail to promptly return the delivery receipt to Company. Further, Agent agrees that it shall not: (i) violate the insurance laws or other applicable laws of any state in which it may be solicit applications for contracts of the Products; (j) withhold any of Company, the insurance or Product contract owner's, prospective insurance contract owner's or applicant's monies or property; (k) rebate or offer to rebate all or any part of a premium on Company insurance or Product contracts; (l) induce or attempt to induce any of Company insurance or Product contract owners to discontinue payment of premiums or to relinquish any insurance contract; (m) induce or attempt to induce any of Company agents to leave Company service; (n) perpetrate any fraud against Company or Company's insurance or Product contract owners, prospective insurance or Product contract owners or applicants; (o) fail to provide contract or Product disclosure documents to insurance or Product contract applicants as required by the Company or applicable state law; (p) fail to provide compensation disclosure to insurance or Product contract applicants as required by state law; or (q) violate any policies and procedures of the Company.

2. **Authority of the Agent**

- 2.1 Agent has the authority to represent Company only to the extent expressly granted in this Agreement. Agent shall not hold itself out to be an employee of Company in any dealings with the public. Agent shall be an independent contractor as to Company. Nothing contained herein is intended to create a relationship of employer and employee between Agent and Company.

3. **Agent Represents and Warrants**

- 3.1 Agent represents and warrants that it is, in good standing under applicable state law to the extent necessary to perform the duties described in this Agreement. Agent agrees to comply with all applicable state and federal laws and rules and regulations of the authorized regulatory agencies affecting the sale of the Products.
- 3.2 Agent represents and warrants that it complies with the provisions of 31 U.S.C. Section 5318(h), also known as Section 352 of the USA PATRIOT Act, and all applicable implementing regulations promulgated by either the Secretary of the United States Treasury or the Securities and Exchange Commission. Such compliance shall include but not be limited to the development and implementation of an anti-money laundering program; the identification and verification procedures in compliance with implementing regulations promulgated pursuant to Section 326 of the USA PATRIOT Act; financial transaction monitoring/surveillance procedures to determine whether any client is engaging in suspicious activities that should be reported to the United States Treasury Department's Financial Crimes Enforcement Network office; and a protocol to facilitate appropriate federal regulatory examiners obtaining information and records regarding its anti-money laundering program and to conduct inspections for purposes of the program.



- 3.3 Agent represents and warrants it will not sell any Forethought Life Insurance Company Products to: (1) any investor listed on the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") list of prohibited persons, entities, and countries, and for which any Forethought Life Insurance Company transactions with such investor are prohibited under the various economic sanctions laws and regulations administered by OFAC, or (2) a foreign shell bank. A foreign shell bank is defined as a bank that (a) does not maintain a physical presence in any jurisdiction; and (b) is not (i) an affiliate of a bank that maintains a physical presence and (ii) subject to regulation by the governmental authority that regulates the non-shell bank affiliate.
- 3.4 Agent represents and warrants it will cooperate and share information with Company pursuant to Sections 312 and 313 of the USA PATRIOT Act so as to enable each of us to conduct enhanced due diligence monitoring of customer activity involving any customer identified as a senior foreign political figure or maintaining a residence in a jurisdiction deemed non-cooperative in the fight against international money laundering by the Financial Action Task Force.
- 3.5 Agent represents and warrants it will cooperate and share information with Company with respect to suspicious client activities or 'red flag' events, and help investigate and resolve whether particular transactions are or are not suspicious, and in the preparation of Suspicious Activity Reports to the Financial Crimes Enforcement Network.
- 3.6 Agent acknowledges that non-cooperation with these Anti-Money Laundering provisions constitutes a reason for the termination of this Agreement.
- 3.7 Agent represents and warrants that it will procure and maintain appropriate error and omissions insurance coverage of not less than one million in coverage. Company may on annual basis request evidence of such insurance coverage.

#### 4. **Agent Obligations**

##### 4.1 **Training and Compliance**

Agent has full responsibility for its training of sales practices including all applicable continuing education and recordkeeping requirements. Agent shall be in compliance with Employee Retirement Income Security Act ("ERISA") including the United States Department of Labor (the "DOL") at 29 CFR section 2510.3-21, which expands the definition of an "investment advice fiduciary" under ERISA, and adding, revoking, and amending certain prohibited transaction exemptions ("PTEs") (together, the "DOL Fiduciary Rule"), to be applicable as of April 10, 2017, or such later date as published in the Federal Register (the "Applicability Date"). Agent shall be responsible for the use of the data received in connection with the DOL Fiduciary Rule from Company or any independent third-party providers such as Depository Trust & Clearing Corporation. The data services to be provided for the DOL Fiduciary Rule are described under a separate document. Upon Company's request, Agent will complete any training Company shall require of Agent. Company at its sole discretion will perform due diligence of Agent and Agent will promptly cooperate with such due diligence review.

##### 4.2 **Improper Replacement**

Agent shall not make any misrepresentation or incomplete comparison of Products for the purpose of inducing a current or potential contract owner or policyholder to lapse, forfeit or surrender his or her current insurance contract in favor of purchasing Company's or other insurer's Product. Communication with clients shall include sufficient information regarding the appropriateness of the transaction to allow the client to make an informed decision.

##### 4.3 **Suitability Requirements**

Agent acknowledges that Company will review that there is reasonable grounds that the purchase of the Product is suitable for each applicant in accordance with applicable state insurance laws. Agents shall cooperate fully with Company regarding all suitability requirements.

##### 4.4 **Promotional Material**

Agent is not authorized to provide any information or make any representation in connection with this Agreement or the solicitation of the Products other than those contained in the buyer's guide or in other promotional material produced or authorized by Company.

Agent agrees that if it develops any promotional material for sales, training, explanatory or other purposes in connection with the solicitation of applications for Products, including generic advertising, illustrations and/or training materials which may be used in connection with the sale of Products, it will obtain the prior written approval of Company for each such piece, such approval not to be unreasonably withheld. Company may periodically re-review materials it has approved for continued compliance with applicable law and Company policy. Agent agrees that it has full responsibility for any training or other promotional material it distributes unless the prior written approval of Company has been obtained.

##### 4.5 **Record Keeping**

Agent is responsible for maintaining its records. Agent shall maintain such other records as are required of it by applicable laws and regulations. The books, accounts and records maintained by Agent that relate to the sale of the Products, or dealings with the Company, shall be maintained so as to clearly and accurately disclose the nature and details of each transaction.

Agent acknowledges that all the records maintained by Agent relating to the solicitation, service or sale of the Products subject to this Agreement, including but not limited to applications, authorization cards, complaint files, supervisory and inspection procedures and suitability reviews, shall be available to Company upon request during normal business hours. Company may retain copies of any such records which Company, in its discretion, deem necessary or desirable to keep.

##### 4.6 **Refund of Compensation**

Agent agrees to repay Company the total amount of any compensation which may have been paid to it within thirty (30) business days of notice of the request for such refund should Company for any reason return any premium on a Product which was solicited by Agent.

##### 4.7 **Premium Collection**

Agent only has the authority to collect initial premiums except as specifically set forth in the applicable commission schedule. Unless previously authorized by Company, Agent shall not have any right to withhold or deduct any part of any premium it shall receive for purposes of payment of commission or otherwise.

**4.8 Termination of Agents**

If Agent ceases to be an agent, is disqualified or otherwise fails to meet the rules and standards imposed by State insurance regulations, Agent shall immediately notify Company that he or she is no longer authorized to solicit applications for the sale of Products on behalf of the Company.

**5. DOL Fiduciary Rule Obligations****5.1 DOL Fiduciary Rule**

The Products may be sold by Agent to employer-sponsored plans, and individual participant accounts thereunder, subject to ERISA, and to individual retirement accounts ("IRAs") described in section 408 of the Internal Revenue Code ("IRC"), including individual retirement annuities within the meaning of Section 408(b) of the Code (collectively, the "Covered Accounts").

**5.2 Fiduciary Status**

To the extent that Agent acts as an "investment advice fiduciary," as defined pursuant to the DOL Fiduciary Rule, with respect to any Covered Account that acquires or holds a Product, Agent shall comply with applicable fiduciary standards. If, in acting as an investment advice fiduciary, they may be engaged in a prohibited transaction(s) described in section 406(a) or (b) of ERISA or section 4975(c) of the IRC, with respect to any Covered Account that acquires or holds a Product, Agent shall comply with all conditions of an applicable PTE that covers the transaction.

**5.3 Products Issued Prior to Applicability Date**

With respect to any Product acquired or held by a Covered Account prior to the Applicability Date, Agent shall be responsible for fulfilling any fiduciary obligations arising under the DOL Fiduciary Rule and applicable PTEs for any investment advice, as defined in the DOL Fiduciary Rule, provided with respect to such Products, on or after the Applicability Date.

**5.4 Investment Advice Provided Post-Adaptability Date**

The Parties acknowledge and agree that the Company shall not be required to, nor shall it, provide any investment advice, as defined under the DOL Fiduciary Rule, on or after the Applicability Date with respect to any Product acquired or held by a Covered Account for which Agent is the agent-of-record. The Parties further acknowledge and agree that the Company shall not be required, nor shall it have any responsibility, to determine if a transaction effected under a Product on or after the Applicability Date was recommended by Agent or to otherwise provide any data or information regarding any Products or any transactions therein.

**5.5 Supervision**

The Parties acknowledge and agree that the Company has no supervisory authority over, or any supervisory responsibility for, Agent relating to its' provision of investment advice, as defined in the DOL Fiduciary Rule, with respect to any Covered Account that acquires or holds a Product, or compliance with applicable PTEs, notwithstanding the Company's maintenance of a suitability supervision system for purposes of complying with laws, rules and regulations adopted by states and their state insurance regulatory authorities relating to the suitability of recommendations of annuity and insurance transactions. Agent shall be responsible for the use of the data received in connection with the DOL Fiduciary Rule from Company or any independent third-party providers such as Depository Trust & Clearing Corporation.

**5.6 Marketing Materials**

The Parties acknowledge and agree that any marketing materials provided by the Company to Agents are not intended or designed to satisfy any disclosure provisions that may apply to Agent under the DOL Fiduciary Rule, or any disclosure conditions of any PTE.

**5.7 Certification**

Upon Company's reasonable request the Agent will promptly provide an annual DOL Fiduciary Rule compliance certification to Company.

**6. Company's Obligations****6.1 Promotional Material**

Company will provide Agent appropriate sales promotional material, approved by Company and filed as applicable with state insurance departments.

**6.2 Compensation**

Company will pay Agent as full compensation for all services rendered by Agent under this Agreement, commissions and/or service fees in the amounts, in the manner and for the period of time as set forth in the Commission Schedules attached to this Agreement or subsequently made a part hereof, and which are in effect at the time such Products are sold. The manner of commission payments (*i.e.* including without limitation fronted or trail) is not subject to change after the effective date of a contract for which the compensation is payable.

Agent may seek and receive marketing/ sales support from a producer group. Sales support may include seminars, training of Product features, needs analysis consultation and medical history analysis (underwriting sub-standard risks). In exchange for ready access to such sales support, Agent may elect to receive a different rate of compensation.

Company may change the Commission Schedules attached to this Agreement at any time. Such change shall become effective only when Company provides the Agent with written notice of the change. No such change shall affect first-year commissions on any contracts issued as a result of applications received by Company at Company's Annuity Service Center prior to the effective date of such change.

Any chargebacks will be assessed against the Agent at the time of the redemption.

Company will only compensate Agent as outlined below, for those applications accepted by Company, and only after receipt of the required premium by Company at Company' Annuity Service Center or at such other location as Company may designate from time to time for its various lines of business, and compliance by Agent with any outstanding contract requirements.

Certain elements of support to Agent may have an economic value. This economic value is considered to be non-cash compensation by Company. Unless explicitly authorized in writing by Company, ALL such compensation is prohibited.

Company may, in its discretion, provide guidance on the acceptability of non-cash compensation to Agent on the sales of the Products. Any non-cash compensation to Agent on the sale of the Products will subject this Agreement to termination. No advertisements, emails or other means of inducement may be employed to promote the potential for cash or non-cash compensation from Agent for sales of the Products beyond scheduled or promotional commissions paid by Company.

In the event that this Agreement terminates due to fraudulent activities or a material breach of this Agreement by the Agent, Company will only pay to Agent commissions or other compensation earned prior to discovery of events requiring termination. No further commissions or other compensation shall thereafter be payable.

### 6.3 **Compensation Payable**

Company agrees to pay compensation to Agent subject to the agreement to comply with the requirements of Exhibit B attached hereto.

### 6.4 **Appointment of Agent**

6.5 Company, subject to internal standards for appointment of agents shall appoint Agent prior to any solicitation of Products, unless specifically allowed by state law. Such appointments shall be at the Company expense.

## 7. **Termination**

7.1 This Agreement may be terminated by giving sixty (60) days' notice in writing to the other parties.

7.2 Such notice of termination shall be sent by registered mail to the Executive Office of Forethought Life Insurance Company, attention Legal Department, 82 Hopmeadow Street, Suite 2, Simsbury, CT 06089

7.3 Such notice shall be an effective notice of termination of this Agreement as of the time the notice is deposited in the United States mail or the time of actual receipt of such notice if delivered by means other than mail.

7.4 This Agreement shall automatically terminate without notice upon the occurrence of any of the events set forth below:

7.4.1 Upon the bankruptcy or dissolution of Agent.

7.4.2 When and if Agent commits fraud or gross negligence in the performance of any duties imposed upon Agent by this Agreement or wrongfully withholds or misappropriates, for Agent's own use, funds of Company, its policyholders or applicants.

7.4.3 When and if Agent materially breaches this Agreement or materially violates any applicable state or federal law and/or administrative regulation in a jurisdiction where Agent transacts business.

7.4.4 When and if Agent fails to obtain renewal of a necessary license in any jurisdiction, but only as to that jurisdiction and only until Agent renews its license in such jurisdiction.

7.5 The parties agree that on termination of this Agreement, any outstanding indebtedness to Company shall become immediately due and payable.

## 8. **General Provisions**

### 8.1 **Complaints and Investigations**

Agent shall cooperate with Company in the investigation and settlement of all complaints or claims against Agent and/or Company relating to the solicitation or sale of the Products under this Agreement. Agent and Company each shall promptly forward to the others any complaint, notice of claim or other relevant information which may come into its possession. Agent, and Company agree to cooperate fully in any investigation or proceeding in order to attempt to achieve a prompt and equitable resolution to all complaints or claims and to ensure that Agent's, and Company's procedures with respect to related solicitation or servicing are consistent with any applicable law or regulation.

In the event any legal process or notice is served on Agent in a suit or proceeding against Company, Agent shall forward forthwith such process or notice to Forethought Life Insurance Company to its Legal Department, 82 Hopmeadow Street, Suite 2, Simsbury, CT 06089, by registered mail.

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

### 8.2 **Waiver**

The failure of Company to enforce any provisions of this Agreement shall not constitute a waiver of any such provision. The past waiver of a provision by Company shall not constitute a course of conduct or a waiver in the future of that same provision.

### 8.3 **Indemnification**

8.3.1 **Indemnity Definitions.** The following definitions shall apply for purposes of this Section 8.3:

"Claim" means any civil, administrative and/or criminal action, claim, suit, and/or legal proceeding of any kind that is brought against an Indemnitee by a third party (the "Claimant") unaffiliated with such Indemnitee.

"Costs" means any damages, settlements, judgments, losses, expenses interest, penalties, reasonable legal fees and disbursements (including without limitation fees and costs for investigators, expert witnesses and other litigation advisors) and other costs incurred by an Indemnitee to investigate, defend or settle a Claim, except that no settlement payments shall be included in Costs unless the applicable Indemnitor has given its prior express written consent to the settlement, which consent shall not be unreasonably withheld. Costs shall not include any expenses for any investigation or defense of a Claim incurred by Indemnitee after the date on which Indemnitor gives notice of its election to assume the defense of such Claim.

### 8.3.2 **Liability.**

Agent shall defend, indemnify and hold Company, and each of its respective directors, officers, and employees, harmless from any Costs sustained by Company (including reasonable attorneys' fees) on account of any claim, arising out of, based upon, or otherwise relating to: (a) any breach of any representation, warranty, covenant, agreement or other obligation of Agent contained in this Agreement; (b) a violation of state and/or federal laws, regulations or rules, or the rules and regulations of any applicable self-regulatory organizations by Agent including violations of ERISA, the DOL Fiduciary Rule and the prohibited transaction provisions of ERISA; (c) negligent, fraudulent, illegal or wrongful action or inaction by Agent or by persons employed or appointed by Agent; (d) In addition, the Agent shall indemnify

Company against any losses arising out of Agent's misuse or negligent use of the data received from the Company or third-party providers such as Depository Trust & Clearing Corporation in connection with the DOL Fiduciary Rule. In any of the foregoing cases Agent shall be an "Indemnitor" as such term is used in this Agreement and the Company, and each of its directors, officers and employees, as applicable, shall be an "Indemnitee" as such term is used in this Agreement.

- 8.3.3 Indemnification Claim Notice and Case Management. Indemnitor shall not be liable under this indemnification provision with respect to any Claim made against an Indemnitee unless that Indemnitee shall have notified the Indemnitor in writing within a reasonable time after the summons or other first legal process giving information of the nature of the Claim shall have been served upon that Indemnitee (or after the Indemnitee shall have received notice of such service on any designated agent). At any time after such notice, any Indemnitor may deliver to the Indemnitee its written acknowledgment that Indemnitee is entitled to indemnification under this Section 8.3 for all Costs associated with the Claim. The Indemnitor shall thereafter be entitled to assume the defense of the Claim and shall bear all expenses associated therewith, including without limitation, payment on a current basis of all previous Costs incurred by the Indemnitee in relation to the Claim from the date the Claim was brought. After notice from any Indemnitor to the Indemnitee of an election to assume the defense of any Claim, the Indemnitee shall not be liable to the Indemnitors for any Costs related to the Claim. Until such time as Indemnitee receives notice of an Indemnitor's election to assume the defense of any Claim, Indemnitee may defend itself against the Claim and may hire counsel and other experts of its choice and Indemnitors, jointly and severally, shall be liable for payment of counsel and other expert fees on a current basis as the same are billed.
- 8.3.4 Cooperation and Updates. To the extent that an Indemnitee makes a claim for indemnification against an Indemnitor, Indemnitee and Indemnitor shall each give the other reasonable access during normal business hours to its books, records and employees and those books, records and employees within its control in connection with the Claim for which indemnification is sought hereunder and shall otherwise cooperate with one another in the defense of any such Claim. Regardless of which party defends a particular Claim, the defending party shall give the other parties written notice of any significant development in the case as soon as practicable, but in any event within five (5) business days after such development. In no event shall either Indemnitor or Indemnitee be required to divulge any privileged information.
- 8.3.5 Settlement. If an Indemnitee is defending a Claim and: (1) a settlement proposal is made by the Claimant, or (2) the Indemnitee desires to present a settlement proposal to the Claimant, then the Indemnitee promptly shall notify the Indemnitors of such settlement proposal together with its counsel's recommendation and shall request the consent of Indemnitor(s). Indemnitee, in making such request, shall make available complete access, during normal business hours, to any and all discovery up to the date of such request. If the Indemnitee desires to enter into the settlement and less than all of the Indemnitors consent within five (5) business days (unless such period is extended, in writing, by mutual agreement of the parties hereto), then Indemnitors, from the time they fail to consent forward, shall defend the Claim and shall further indemnify the Indemnitees for all Costs associated with the Claim which are in excess of the proposed settlement amount even if the same were not originally covered under this Section 8. If an Indemnitor is defending a Claim and a settlement requires an admission of liability by Indemnitee or would require Indemnitee to either take action (other than purely ministerial action) or refrain from taking action (due to an injunction or otherwise), Indemnitor may agree to such settlement only after obtaining the express, written consent of Indemnitee.
- 8.3.6 Indemnification Disputes. In the event that there is a dispute between an Indemnitee and an Indemnitor over whether the Indemnitor is liable for a Claim, then:
- (i) Indemnitee shall defend the Claim in accordance with the provisions of Section 8.3 hereof in the same manner and under the same terms as though there were no dispute and Indemnitor had failed to elect to defend the Claim itself and Indemnitee shall have the right to settle such Claim pursuant to Section 8.3.5 hereof;
  - (ii) In addition, Indemnitor must advise Indemnitee of such a dispute and the reasons therefor, in writing, within thirty (30) days after the Claim is first tendered to Indemnitor, unless the Indemnitee and Indemnitor mutually agree, in writing, to extend the time; and
  - (iii) The Indemnitee and the Indemnitor shall use good faith efforts to resolve any dispute as to Indemnitor's indemnification obligation. Should those efforts fail to resolve the dispute, the ultimate resolution shall be determined in a de novo proceeding, separate and apart from the underlying Claim brought by the Claimant, before a court of competent jurisdiction. No finding or judgment in any litigation on the underlying Claim, except for Cost amounts, shall be given any weight in the court proceedings on the indemnification issue. Either party may initiate such proceedings with a court of competent jurisdiction at any time following the termination of the efforts by such parties to resolve the dispute (termination of such efforts shall be deemed to have occurred 30 days from the commencement of the same unless such time period is extended by the written mutual agreement of the parties). The prevailing party in such a proceeding shall be entitled to recover reasonable attorneys' fees, costs and expenses. From and after the date on which responsibility for a disputed indemnity Claim is resolved: (I) Indemnitor shall continue to pay all Costs that are determined by the parties or the court, as the case may be, to be allocable to any such Claim which is determined to be a Claim subject to indemnity, and (II) Indemnitee shall (i) pay all future Costs that are determined by the parties or the court, as the case may be, to be allocable to any such Claim which is determined to be a Claim not subject to indemnity and (ii) reimburse Indemnitor for all Costs previously paid by Indemnitor which are allocable to such Claim determined to be a claim not subject to indemnity.

Agent expressly authorize Company to charge against all compensation due or to become due to Agent under this Agreement any monies paid or liabilities incurred by Company under this Indemnification provision.

**8.4 Assignment**

No assignment of this Agreement or commissions payable hereunder, shall be valid unless authorized in writing by each of the non-assigning parties. Every assignment shall be subject to any indebtedness and obligation of the assigning parties that may be due or become due to non-assigning parties and any applicable state insurance regulations pertaining to such assignments.

**8.5 Offset**

Agent expressly authorizes Company to deduct, from any monies due under this Agreement, every indebtedness or obligation of Agent to Company under this Agreement.

**8.6 Confidentiality**

Company and Agent agree that all facts or information received by any party related to a contract owner shall remain confidential, unless such facts or information is required to be disclosed by any regulatory authority or court of competent jurisdiction.

For purposes of this Agreement, Personal Information means financial and medical information that identifies an individual personally and is not available to the public, including, but not limited to, credit history, income, financial benefits, policy or claim information and medical records.

All parties agree to use and disclose Personal Information only to carry out the purposes for which it was disclosed to them and will not use or disclose Personal Information if prohibited by applicable law, including, without limitation, statutes and regulations enacted pursuant to the Gramm-Leach-Bliley Act (Public Law 106-102). If any party hereto outsources services to a third party, such third party will agree in writing to maintain the security and confidentiality of any information shared with them.

**8.7 Contract Delivery**

8.7.1 To the extent Company grants approval to deliver contracts to Agent rather than to the contract owner and such delivery is not prohibited by law, Agent agrees that this contract delivery arrangement is based on state's regulations and laws and may be modified any time pursuant to changes in the state's requirements.

8.7.2 Agent will establish procedures to control and monitor the delivery of the contracts and will promptly provide Company a contract delivery receipt signed and dated by the contract owner and Agent. Such procedures will be subject to audit by Company.

8.7.3 Agent agrees that the contract delivery requirements will apply to all states and scenarios when the contract owner requests contract termination pursuant to the Right to Examine period specified in the contract. ("Right to Examine" is defined as the free look period an insurance policy owner has to terminate the contract without penalties.)

8.7.4 For contracts delivered to the contract owner by Agent, a Right to Examine request will be honored if received no later than five days following the expiration of the Right to Examine period specified by the contract. The Right to Examine period varies for replacements and by state law and regulations, Company will adjust the total elapsed time accordingly. The additional five days is provided for delivery by the Agent, to the contract owner.

8.7.5 If request for termination is received after the Right to Examine period, and there was a delay in contract delivery to the contract owner by Agent, Company will review such requests on a case by case basis and will make a determination on a non-discriminatory basis. If termination is accepted by Company, Agent will reimburse Company for the difference, if any, between the contract values (amounts may vary based on state law or regulation) and the amount returned to the contract owner.

8.7.6 In addition, Company reserves the right to charge Agent , in addition to the commission chargeback, the difference between the commission chargeback and the contingent Deferred Sales Charge ("CDSC") if the CDSC is greater.

**8.8 Prior Agreements**

This Agreement terminates all previous agreements, if any, between Company and Agent with respect to the Products . However, the execution of this Agreement shall not affect any obligations which have already accrued under any prior agreement.

**8.9 Choice of Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

**8.10 Amendment**

This Agreement may be amended upon Company's notice to Agent.

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By executing this Agent Selling Agreement, Agent acknowledges that it has read this Agreement in its entirety and is in agreement with the terms and conditions outlining the rights of Company and Agent under this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective upon the latest date of the signatures below and the DOL Fiduciary Rule obligations become effective upon the Applicability Date except the DOL Fiduciary Rule obligations under this Agreement will not go into effect if the DOL Fiduciary Rule is repealed or revoked.

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

Forethought Life Insurance Company

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

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

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

[Agent]

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

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

In accordance with Section 6.3 of the Agent Selling Agreement, no compensation is payable unless Agent have first complied with all applicable state insurance laws, rules and regulations. Company must ensure that any Agent with whom Company intends to enter into an Agreement meet the licensing and registration requirements of the state(s) Agent operates in.

Company is required by the Insurance Department in all 50 states to pay compensation only to individuals and entities that are properly insurance licensed and, in some states, appointed.

Company requires confirmation that Agent holds current state insurance licenses or markets insurance Products through a contractual affiliate or wholly-owned agency, which is properly insurance licensed and, if applicable, appointed. If Agent is properly state licensed then compensation must be paid to Agent in compliance with state requirements.

The Agent Selling Agreement will not be finalized and no new applications for Products will be accepted or no new compensation will be payable unless the appropriate proof of state licensing is confirmed. A copy of the following documentation is required:

- Insurance licenses for all states in which Agent holds these licenses and intends to operate.



**EXHIBIT B****COMMISSION SCHEDULE****REQUIRED DISCLOSURE OF COMPENSATION WHEN AGENT RECEIVES CERTAIN FEES FROM THE POLICYHOLDER**

This amendment is to confirm our mutual agreement to comply with all applicable state insurance laws relating to the disclosure of compensation generated in connection with the sales of Products described in this agreement, as amended from time to time. To the extent applicable, this amendment also addresses the specific practice of Agent charging fees to a policyholder for the placement/service of Forethought's Products sold by Agent. If Agent receives compensation from a policyholder for the placement/service of a policy or contract, Agent agrees at a minimum to disclose to the policyholder before the sale that the Agent is receiving compensation from Forethought. Agent will determine the manner of such disclosure. Additionally, Forethought will disclose compensation paid to Agent consistent with applicable state insurance laws. This obligation constitutes an amendment to the terms of the Agreement and does not substitute for any broader disclosure obligations required by law.

Although not generally applicable to the sale of insurance Products, each party acknowledges that certain states may prohibit or place restrictions on the ability of producers to charge fees to their policyholder. State law may also require a policyholder's written consent to receive both a fee and commission, may impose greater duties on agents who charges fees, and may require a more detailed disclosure by the agents of compensation received from the insurer.

**Commissions Schedules provided under separate document.**

**APPOINTMENT DATA AND INFORMATION (Please Print or Type Clearly)**
**Section 1: General Information**

IMO/Agency/Agent Name		Federal Tax ID #	
Business Street Address	City	State	Zip Code
Mailing Address (if different than Business Address)	City	State	Zip Code
Authorized Representative (First, M.I., Last)			<input type="checkbox"/> Female <input type="checkbox"/> Male
Social Security Number (Individual)		Date of Birth (mm/dd/yyyy)	
Residence Street Address	City	State	Zip Code
Residential Phone	Cell Phone	Business Phone (required)	Fax Number
Email Address (required)			
IMO/Agency/Agent Beneficiary	Relationship	Social Security # (Beneficiary)	

**Section 2: IMO/Agency/Agent Statements**

If you answer yes to any question, please provide details on separate sheet and attach

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

**Section 3: Type of Insurance Contract Selling Authority Requested/Direct or Non-Direct Pay Status**

Check applicable box(es) and attach additional required documents. An agent number will not be assigned until all ancillary forms are submitted and in good order.

**\*Verify with your Marketing Organization/General Agency prior to selecting Product lines to ensure Product availability.\***

- Annuity
- Check this box if you will be a License Only/Non-Direct Pay Agent.

If you are a License Only/Non-Direct Pay agent, you shall be paid commissions as agreed upon between you and your upline IMO, agency or agent. Such amounts shall be payable directly by your upline IMO, agency or agent to you. **Because you are not a Direct-Pay agent, the Company has no obligation to pay any commissions to you and all such payments remain the responsibility of your upline IMO, agency or agent. You agree to indemnify the Company against, all claims for the payment of commissions in connection with this Agreement.**

**Section 4: Fair Credit Reporting Act Disclosure**

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

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

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

Please forward your request to:

**U.S. Mail**

Forethought Life Insurance Company  
 P.O. Box 758507  
 Topeka, KS 66675-8507

**Via Email**

Please email to [annuityservicecenter@gafg.com](mailto:annuityservicecenter@gafg.com)

**Via Fax**

Please fax to (785) 286-6105

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

**Section 5: Authorization for Automatic Direct Deposit (ACH Credits)**

**\*Required for all agents paid directly by Forethought Life Insurance Company ("FLIC")\***

I hereby authorize FLIC to replace my current account that was established for Automatic Direct Deposits with the account listed directly below. I further authorize FLIC to initiate automatic credit entries, and the financial institution named below to credit the same to such account. I acknowledge that the origination of ACH transactions to my account must comply with the applicable provisions of U.S. law.

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

**PLEASE ATTACH YOUR VOIDED CHECK OR SAVINGS DEPOSIT SLIP HERE AND COMPLETE THE FINANCIAL INSTITUTION (BANK) INFORMATION**

Account Name

Bank Name

Bank Address

City

State

Zip Code

Account Number

Bank Transit / Routing Number

Telephone Number

\*The Transit Routing Number may be obtained from your financial institution or from your voided check or deposit slip.

Type of Account. Please choose one:

Checking (*please attach a voided check*)

Savings (*please attach a deposit slip*)

Please note that there may be at least 2 bank working days before funds are available.

**Section 6: Taxpayer Acknowledgements**
**Under penalties of perjury, I certify that:**

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

**Certification Instructions** – You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding you have failed to report all interest and dividends on your tax return.

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

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

**Certification Instructions** – You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding you have failed to report all interest and dividends on your tax return.

**Section 7: Acknowledgements**

Please complete the applicable Sections. 7A or 7A and 7B.

**7A. Training Certification Acknowledgement for ALL Producers**

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

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

\_\_\_\_\_ I acknowledge that I must complete any additional training or certification(s) required to remain in good standing with any Product or state in which I am soliciting.  
 Initials

**7B. Additional Acknowledgements for Annuity Producers**

\_\_\_\_\_ I acknowledge that I must complete Annuity Product Training before soliciting an annuity application.  
 Initials

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

**OR**

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

AML Training Program Provider	Training Date (mm/dd/yyyy)
-------------------------------	----------------------------

\_\_\_\_\_ I acknowledge that, I must complete an AML refresher course every 2 years from an approved training program, based on a rolling 24-month period.  
 Initials

**Section 7: Acknowledgements (continued)**
**ADDITIONAL ACKNOWLEDGMENTS FOR INDEXED ANNUITY PRODUCERS:**

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

Initials

Furthermore, I acknowledge that I understand the following:  
 Indexing is a method and formula for calculating interest, and may include such concepts and terms as participation rate, index cap, index spread, monthly averaging, point-to-point, and index averaging period.

\_\_\_\_\_ Initials

The Company's annuity Products are not registered security or stock market investments and do not directly participate in any stock or equity investments.

\_\_\_\_\_ Initials

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

\_\_\_\_\_ Initials

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

\_\_\_\_\_ Initials

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

\_\_\_\_\_ Initials

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

\_\_\_\_\_ Initials

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

\_\_\_\_\_ Initials

**Section 8: General Acknowledgements**

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

I further certify that I have reviewed this Agreement and further understand that if any information provided in said Agreement is found to be incorrect or incomplete, it will be grounds for rejecting this Agreement or for termination of said Agreement for cause, all at the sole discretion of Company.

**Section 9: Signatures**

Please complete the applicable Section 9A or 9B.

**9A. Agency / Agent Signature**

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

\_\_\_\_\_ Agency / Agent Signature

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

\_\_\_\_\_ Date (mm/dd/yyyy)

**9B. IMO / GA Signature**

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

**Independent Marketing Organization / General Agency**

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

\_\_\_\_\_ Date (mm/dd/yyyy)



IMO/GA Signature

***Marketing Organizations must submit all properly completed forms to the Company.  
In order to have an agent number assigned, all forms must be properly completed and in good order.***

This Insurance Selling Agreement can be submitted as follows:

**U.S. Mail**

Forethought Life Insurance Company  
P.O. Box 758507  
Topeka, KS 66675-8507

**Via Email**

Please email to [annuityservicecenter@gafg.com](mailto:annuityservicecenter@gafg.com)

**Via Fax**

Please fax to (785) 286-6105

Revised July 2, 2010.

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

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

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

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

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

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

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

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

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

### **What Is My Role in Forethought's Anti-Money Laundering Program?**

Agents and brokers are Forethought's "eyes and ears" for spotting suspicious activity and our first line of defense for deterring the use of our products for money laundering. You will be asked to obtain certain information about new Contract Owners and verify their identity. By "Contract Owner" we mean any person who applies for, and will be named as the owner of, a Covered Product, including any co-owner. You also must look for suspicious activity and report it to us.

### **What Must I Do to Verify a Customer's Identity?**

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

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

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

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

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

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

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

### **Annuities**

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

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

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

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

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



## How Do I Spot Suspicious Activity?

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

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

Common “red flags” for money laundering include the following:

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



- A Customer transfers funds to or from a jurisdiction identified by the Financial Action Task Force as a “non-cooperative country or territory” (NCCT). There currently are no countries on the NCCT list. The most recent NCCT list can be found at [www.fatf-gafi.org](http://www.fatf-gafi.org).
- A Customer is a citizen of any of the jurisdictions identified by the U.S. State Department as countries whose government sponsors international terrorism. The countries currently identified by the State Department are Cuba, Iran, Sudan and Syria. The most recent list of countries identified as sponsors of terrorism can be found at <http://www.state.gov/s/ct/c14151.htm>.

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

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

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

### **What Is Forethought’s Policy on the Acceptance of Cash?**

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

### **What about Products Not Covered By These Guidelines?**

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

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

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

I CERTIFY that I have read and understand Forethought's Anti-Money Laundering Guidelines.

I understand that my failure to follow the Guidelines could result in the termination of my appointment with Forethought.

\_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Agent Name (Printed)

\_\_\_\_\_  
Agent Number

If the AML Certification is not being submitted via electronic contracting, this form can be submitted as follows:

**U.S. Mail**

Forethought Life Insurance Company  
P.O. Box 758507  
Topeka, KS 66675-8507

**Via Email**

Please email to [annuityservicecenter@gafg.com](mailto:annuityservicecenter@gafg.com)



# 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.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

<b>Social security number</b>											
				-			-				

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**or**

<b>Employer identification number</b>										
				-						

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

- An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:
- Form 1099-INT (interest earned or paid)
  - Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

This Schedule of Commissions for Annuity Sales (“Schedule”) is an addendum to the Insurance Selling Agreement (“Agreement”). This Schedule is for Forethought Life Insurance Company (“FLIC”) annuity contracts sold under the Agreement which are issued on or after the Schedule Effective Date.

<b>Fixed-Indexed Annuity Products</b>						
<b>Product</b>		<b>Age</b>	<b>Commission Rate At Issue<sup>1</sup></b>	<b>Annual Trail<sup>2</sup></b>		
<b>Income 150+</b>	<b>OPTION</b>	<b>A</b>	55-75 76-80	7.00% 5.00%	No Annual Trail	
		<b>B</b>	55-75 76-80	4.50% 2.50%	0.50% 0.50%	
		<b>C</b>	55-75 76-80	2.00% 1.25%	1.00% 0.75%	
	<b>Choice Accumulation - (5 Year)</b>	<b>OPTION</b>	<b>A</b>	0-80 81-85	4.00% 2.00%	No Annual Trail
			<b>B</b>	0-80 81-85	2.50% 1.50%	0.40% 0.40%
			<b>C</b>	0-80 81-85	1.00% 0.75%	0.75% 0.75%
<b>Choice Accumulation - (7 Year)</b>		<b>OPTION</b>	<b>A</b>	0-80 81-85	5.00% 2.75%	No Annual Trail
			<b>B</b>	0-80 81-85	3.00% 1.75%	0.40% 0.40%
			<b>C</b>	0-80 81-85	1.50% 1.00%	0.75% 0.75%
	<b>Choice Income - (7 Year)</b>	<b>OPTION</b>	<b>A</b>	0-80 81-85	5.00% 2.75%	No Annual Trail
			<b>B</b>	0-80 81-85	2.75% 1.50%	0.50% 0.50%
			<b>C</b>	0-80 81-85	1.00% 1.00%	1.00% 1.00%
<b>Choice Income - (10 Year)</b>		<b>OPTION</b>	<b>A</b>	50-80 81-85	7.00% 5.00%	No Annual Trail
			<b>B</b>	50-80 81-85	4.50% 2.50%	0.50% 0.50%
			<b>C</b>	50-80 81-85	2.00% 1.25%	1.00% 0.75%

<b>Fixed Annuity Products</b>		
<b>Product</b>	<b>Age</b>	<b>Commission Rate<sup>1</sup></b>
<b>ForeCare</b>	50-75	6.00%
	76-80	3.00%
<b>SecureFore 3</b>	0-80	1.80%
	81-85	0.90%
<b>SecureFore 5</b>	0-80	2.50%
	81-85	1.25%



**Fixed Annuity Products**

Product	Age	Commission Rate <sup>1</sup>
<b>ForeCertain</b> All Annuity Income Options except Guaranteed Payment Period only elections less than 10 years ( <i>Annuity Commencement Date within 12 months of Issue Date</i> )	0-90	3.00%
<b>ForeCertain</b> Guaranteed Payment Period Annuity Income Option only elections of less than 10 years ( <i>Annuity Commencement Date within 12 months of Issue Date</i> )	0-90	2.00%
<b>ForeCertain</b> All Annuity Income Options except Guaranteed Payment Period only elections less than 10 years ( <i>Annuity Commencement Date greater than 12 months from Issue Date</i> )	0-90	4.00%
<b>ForeCertain</b> Guaranteed Payment Period Annuity Income Option only elections of less than 10 years ( <i>Annuity Commencement Date greater than 12 months from Issue Date</i> )	0-90	3.00%

<sup>1</sup>Commissions are expressed as a percentage of the initial premium or deposit and are paid based on the issue age of the Oldest Owner. ForeCare commissions are paid based on the issue age of the Oldest Insured.

<sup>2</sup>Commissions are calculated as a percent of Contract Value in force for policies in the 13th contract month or later and are paid quarterly. For eligible contracts, the trail commission is calculated as a percentage, equal to ¼ of the applicable percentage from the table above, of the total Contract Value. Trail commission payments will not be paid unless the contract is in force as of the trail payment date.

*Income 150+ Contract Series numbers – FA1201SPDAX-01, FA1201SPDAX-02, GA1201SPDAX-02 and FA1201SPDAXL-02*

*Choice Accumulation & Choice Income Contract Series numbers – FL-FIA-13*

*ForeCare & SecureFore 3 & 5 Contract Series numbers – FA1101SPDA-01 and GA51101SPDA-01*

*ForeCertain Contract Series numbers - FL-FPA-13*

FLIC, in its discretion, may pay to any agent below you in the agent hierarchy the commissions due such agent. Your effective commission rate will depend on the agents in the hierarchy. Commissions at issue are paid daily as earned.

**Commission Chargebacks**
**For All Products**

Withdrawals are subject to commission chargeback, regardless of whether withdrawal charges are incurred. A commission chargeback will be applied as provided below:

If the Owner dies or if the contract has a partial or total withdrawal, within one year following the issue date, there will be a chargeback against commissions paid. The chargeback is 100% for months 1 through 6. Any rescission, regardless of contract year, will result in 100% commission chargeback. A commission chargeback will not apply to 1) a Required Minimum Distribution, 2) a Guaranteed Lifetime Annual Income payment for Income 150+, 3) a Lifetime Annual Payment for Choice Income, 4) a Free Withdrawal Amount for Choice Accumulation or Choice Income and 5) a Monthly Benefit Payment for Qualified Long-Term-Care Services for ForeCare, 6) Any withdrawals taken from the ForeCertain product.

Termination of the Agreement shall not terminate FLIC's right to chargeback commissions.

**Large Case Commission Hold Policy**

Please check with your Marketing Organization for details on the commission cap amount that may be in place for large cases. The portion of the commission that exceeds the cap will be released forty-five (45) days after policy issue date.

**No commission shall be paid on the sale of a contract which involves the total or partial replacement of a contract issued by FLIC or any of its affiliates.**

ACCEPTED AND AGREED TO:

\_\_\_\_\_  
 Agent/Agency Signature

\_\_\_\_\_  
 Date (mm/dd/yyyy)