

**EquiTrust Life Insurance Company**

New Agent Name: \_\_\_\_\_

Appointing Agent: Douglas B. Mitchell

Appointing Agent Contracted? If Yes, give Agent Code # \_\_\_\_\_  
If No, please attach contracts and license(s)

New Agent Commission Level: \_\_\_\_\_ State(s) to be licensed in: \_\_\_\_\_  
(Attach license copies)

**Appointment Checklist**

- Complete and Sign Appointment Application
- Review and Sign Agent Contract
- If Corporate Appointment is Requested:** Complete Agent License Agreement (sign at bottom as both Agent and Sponsor)
- If Requesting Direct Deposit: Complete EFT form and **attach void check**
- Include a copy of Resident State Life License (fees due for non-res)
- REQUIRED:** Attach current E&O Coverage Certificate

please return to:  
**FAX - 1-404-348-4356**  
Ogletree Financial  
2272 Moores Mill Road  
Suite 209  
Auburn, AL 36830  
Email: [doug@ofslife.com](mailto:doug@ofslife.com)  
[www.ogletreefinancial.com](http://www.ogletreefinancial.com)

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**\*COMMUNICATION AUTHORIZATION\***

Beginning July 1<sup>st</sup>, 2005, FCC regulations require us to obtain a written consent from all our clients enabling us to utilize fax or email communications. Without express written consent, we will not be allowed to send you any form of communication by fax or email. The following authorization acknowledges that Oak Tree Life and Annuity Brokerage may send fax and/or email communications to the numbers/addresses listed below.

Select the method(s) of communication you will allow. (You may select both.)

Fax Fax Number: \_\_\_\_\_

Email Email Address: \_\_\_\_\_

⇒ \* \_\_\_\_\_  
Authorized Signature Date

*This authorization will remain in effect and have no expiration date, unless revoked in writing.*

1. Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Sex:  M  F  
*(as it appears on your license)*
2. Business Name: \_\_\_\_\_ Email: \_\_\_\_\_
3.  Business Address: \_\_\_\_\_  
*Please check box to indicate mailing address*  
*Street City County State Zip*
4.  Residence Address: \_\_\_\_\_  
*Street City County State Zip*
5. Previous Residence: \_\_\_\_\_  
*(if less than 5 years at present address) Street City County State Zip*
6. Residence Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
7. Social Security Number: \_\_\_\_\_ Taxpayer Identification Number: \_\_\_\_\_
8. CRD Number (if securities licensed): \_\_\_\_\_ Broker/Dealer Name: \_\_\_\_\_
9. For which states do you wish non-resident appointment? \_\_\_\_\_  
*(Attach copy of current license. Fees required for non-resident appointments)*
10. Do you currently have a debit balance with any insurance company?  No  Yes *(if yes give a company name and explanation below)*  
Balance: \$ \_\_\_\_\_
11. *If you answer "Yes" to any of the questions below, please write details on a separate sheet of paper and attach to this application.*
  - a. Have you ever had your insurance license suspended or revoked? .....  No  Yes
  - b. Have you ever had a complaint filed against you with an insurance department? .....  No  Yes
  - c. Has any claim ever been made against you, your surety company, or errors and omissions insurer arising out of insurance sales, or have you been refused surety bonding?.....  No  Yes
  - d. Have you ever been convicted of a felony, including but not limited to crimes involving dishonesty, breach of trust, or a violation of any federal law? .....  No  Yes
  - e. Have you ever been party to any litigation? .....  No  Yes
  - f. Are there any unsatisfied judgments outstanding against you? .....  No  Yes

11. Errors and Omissions Coverage – **REQUIRED** (Must provide a copy of the declaration page).

### AGENT'S DECLARATION AND AUTHORIZATION

- 1) I hereby certify that all my answers to the above questions are true. I understand that this application will form a part of my Agent's Contract with EquiTrust Life Insurance Company (the Company) and the information is to the best of my knowledge an accurate statement of fact. I further understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for termination for cause at the sole discretion of the Company.
- 2) Certification – Under penalty of perjury, I certify that:
  - a) The Social Security Number or Taxpayer Identification Number shown on this form is correct (or I am waiting for a number to be issued to me);
  - b) 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 that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

### CONSENT TO INVESTIGATIVE REPORT

The Company may obtain independent investigative credit and criminal reports which would provide information concerning my character, general reputation, personal characteristics and mode of living. I hereby acknowledge and consent to the Company obtaining and utilizing such reports in its decision to contract with me. If requested in writing, I shall be provided with complete disclosure of the nature and scope of this report. Information obtained by the Company will be treated as confidential.

Applicants of CA, MN, OK only: Check here to have a copy of your consumer report sent directly to you by the appropriate credit repository.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACT EFFECTIVE DATE:** \_\_\_\_\_, 20\_\_\_\_\_

**AGENT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

EquiTrust Life Insurance Company (hereinafter called the "Company," "we," "our" or "us") and the undersigned person, firm or corporation (hereinafter called "agent," "you," "your" or "yourself") mutually agree to the terms of the contract as follows:

**1. AUTHORITY TO SOLICIT**

You shall be licensed by the state(s) in which you solicit applications for insurance for the Company. You shall solicit applications in accordance with applicable state laws and regulations, the rules and regulations of the Company, and provisions of this contract.

**2. LIMITATION OF AUTHORITY**

- (a) You are not authorized to waive, alter or change any provision or condition of the Company's insurance policies or certificates, agent's contracts, literature or receipts, modify or extend the amount of time for any premium payment due the Company.
- (b) You shall not perform any act other than expressly granted herein except as specifically authorized in writing by the Company.
- (c) You are not authorized and are expressly forbidden to bind the Company by any promise or agreement, or to incur any debt, expense or liability in its name or account. You are not authorized to enter into any legal proceedings in connection with any matter pertaining to our business without prior written authorization of the Company. You shall not enter into any Contract, incur any expense or obligation, or cause or permit the insertion or distribution in any publication or otherwise, any advertising or publicity matter which in any way involves the Company without the prior written authority of the Company.

**3. RELATIONSHIP**

Your relationship with the Company shall be that of an independent contractor and not that of an employee. You shall be free to exercise independent judgment as to the time and manner you may perform the acts you are authorized to perform under this contract.

**4. COLLECTION OF PREMIUM**

All monies received by you or collected for or on behalf of the Company shall be made payable to the Company. You are not authorized to endorse or cash checks, drafts, money orders or financial instruments made payable to the Company.

**5. DELIVERY OF POLICY**

- (a) The policy may be delivered only if
  - (1) the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as stated in the application for such policy, and
  - (2) the first premium has been fully paid and
  - (3) twenty days have not elapsed from the date said policy was issued by the Home Office.
- (b) any policy not delivered shall be immediately returned to the Company upon expiration of the twenty-day period.
- (c) for each policy issued in the form as applied for and returned for cancellation by the applicant, or for each policy which is reissued at your request, we may require you to reimburse us for an underwriting charge.

**6. AUTHORITY OVER AGENTS**

You have authority to recruit and recommend to the Company individuals to be appointed as agents of the Company. No recommendation or application for appointment or contract will be effective until approved by the Company at its Home Office, 5400 University Avenue, West Des Moines, Iowa 50266.

**7. COMMISSIONS**

- (a) We will pay to you commissions at the rate and the conditions set forth in the commission schedule.
- (b) The commission schedule may be amended by the Company at its option, which amendments shall be effective upon written notice to you. Any amendment to the commission schedule will apply only to applications written after the effective date of the amendment.
- (c) No commission will be paid on premiums paid in advance until after the due dates of the respective paid premiums so paid in advance and then only if the policy is in force and effect on such due date.

**21. CONFIDENTIAL INFORMATION**

In performing the obligations arising under this Agreement, each party may have access to and receive certain confidential or proprietary information of the other party (hereinafter "Confidential Information"). Each party shall take all reasonable steps necessary to protect the confidential and proprietary nature of all Confidential Information of the other party by affording thereto the same types of protection which the party in possession of Confidential Information of the other party affords its own confidential and proprietary information. Each party has adopted reasonable business practices to limit access and unauthorized disclosure of Confidential Information. The parties will only disclose Confidential Information with those having a sufficient reason to know such information and shall limit employee, vendor, agent and other third party access in accordance with the terms of this Agreement. Except as provided in this Agreement or as reasonably required to perform the services referenced herein, neither party shall, directly or indirectly, disclose or make available to any third party, or use for any purpose, any Confidential Information belonging to the other party, except as may be required by law. Notwithstanding the foregoing, Confidential Information shall not include: (i) any information which is or becomes generally available to the public or the insurance industry, other than as a result of a breach of this Agreement by the party obtaining the Confidential Information; (ii) any information which is lawfully obtained by the party from a third party, provided that the third party is not, to the knowledge of the party obtaining the information, bound by a nondisclosure agreement with respect thereto; or (iii) any information which subsequently develops from independent sources.

**22. ARBITRATION**

If any dispute or disagreement shall arise in connection with any interpretation of this agreement, its performance or non-performance, or the figures and calculations used, the parties shall make every effort to meet and settle their disputes in good faith informally. If the parties cannot agree on a written settlement within sixty days after it arises, or within a longer period agreed upon by the parties, then the matter in controversy shall be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of any arbitration shall be West Des Moines, Iowa.

**23. APPLICABLE LAW**

To the full extent controllable by our stipulation, this Contract shall be construed in accordance with Company rules and policy now or hereafter established and shall be interpreted and enforced under Iowa law.

**EQUITRUST LIFE INSURANCE COMPANY**

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

Title: \_\_\_\_\_

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

NAME - \_\_\_\_\_  
(Please Print)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Mail to:  
EQUITRUST LIFE INSURANCE COMPANY  
ATTN: Agency Services  
P.O. Box 14500  
Des Moines, Iowa 50306-3500



# AGENT LICENSE AGREEMENT

## AN AGREEMENT BETWEEN EQUITRUST LIFE INSURANCE COMPANY

AND \_\_\_\_\_ (Licensee)

I request an Insurance License or Appointment for the State(s) of \_\_\_\_\_.

I \_\_\_\_\_ request that the company make application with the Department of Insurance in said state(s) for the issuance of a life insurance agent's license authorizing me to solicit applications on behalf of EquiTrust Life Insurance Company.

I hereby agree that your consent to the issuance for such license is subject to, and I agree hereby to be bound by, each and all of the following conditions:

1. That I shall be an agent assigned to and under the jurisdiction of the agent listed below.
2. That the Company has no obligation to me for commissions, expense allowances or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance issued by the Company, it being expressly understood that I am under direct contract with my agent, who has agreed to compensate me for such services; and
3. That I have no contractual relationship with the Company and that I am not, and I shall refrain from holding myself out as employee, partner, joint venturer or associate of the Company; and
4. That I shall comply with the rules, regulations and rate books of the Company, the laws of my state or states in which I am licensed, and the regulations of the Department of Insurance relating to my activities in the solicitation of insurance; and
5. That I shall not alter, modify, waive or change any of the terms, rates or conditions of an advertisements, receipts, policies or contracts of the Company, in any respect; and
6. That I shall promptly remit to my agent or the Company any and all monies or securities received by me on behalf of the Company, full or partial payment of first-year or renewal premiums, or any other item whatsoever; and
7. That I shall not obligate the Company nor incur expense in its behalf in any manner whatsoever; and
8. That the Company may, without liability to me whatsoever, upon request of my agent or upon its own initiative, cancel my license at any time.
9. I acknowledge receipt of the Company's privacy policy regarding use of policyholder information and I agree to comply with the terms of such policy, as applicable.

<p><b>FOR HOME OFFICE USE ONLY</b></p> <p>Date of effective agreement (month/day/year) _____, 20_____.</p>
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This applicant is recommended for appointment as an agent assigned to my jurisdiction, subject to the terms of my agent's contract with the Company and this agreement.

Signature of Agent (Licensee) \_\_\_\_\_

Sponsoring Agent/Agency Oglethorpe Financial -

Signature of Sponsor Doug Miller Please Print Name

The Company approves the above agreement subject to all provisions herein.

Authorized Home Office Signature \_\_\_\_\_



DIRECT DEPOSIT OF COMMISSION EARNINGS AUTHORIZATION AGREEMENT

EquiTrust Life Insurance Company will electronically send commission funds through the Automated Clearing House (ACH) directly to a financial account as named on this form.

This authorization is to remain in force and effective until EquiTrust Life Insurance Company has received written notification of its termination in such time and in such manner as to afford EquiTrust Life Insurance Company and the Financial Depository a reasonable opportunity to act upon it.

[ ] New Request [ ] Change Request

Agent Name & Number \_\_\_\_\_

Please Print

Phone Number \_\_\_\_\_

Signature \_\_\_\_\_

FINANCIAL INSTITUTION

Financial Institution \_\_\_\_\_

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

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

Bank Phone Number \_\_\_\_\_

Bank Routing Number \_\_\_\_\_

Account Number \_\_\_\_\_

IMPORTANT - PLEASE ATTACH A VOIDED CHECK! NO DEPOSIT SLIPS!

Please return this form to: Agency Administration EquiTrust Life Insurance Company P.O. Box 14500 Des Moines, Iowa 50306-3500

or fax to: 515-453-3362

If you have questions regarding this form, please contact Agency Administration toll-free at 1-866-598-3692.