

New Agent Transmittal

Primary Market: (check one)

- Life Products
- Single Premium Annuities
- Flex/403(b) Annuities



Life & Annuity Group

P.O. Box 5420, Cincinnati, OH, 45201-5420

From: _____ Agency Code _____ Date _____

To: Licensing Department

Instructions: This form must accompany all licensing paperwork sent to the Home Office for contracting and appointment. If any of the items marked with an asterisk (*) are not included, the processing of these papers will be delayed. **Notification will be sent by mail when the agent listed below may begin to solicit business. Any business submitted by an agent prior to receipt of this notification may be returned.**

Attached are the following papers to appoint _____

Print Agent's Name

*Prospective Agent's Application and Profile/Agent's Agreement with Power to Appoint
(form #X2607501NW Rev. 1/02)

or

*Prospective Agent's Application and Profile/Agent's Agreement (form #X2607601NW Rev. 1/02)

*Copies of Agent's Licenses – All applicable resident and non-resident including both Individual and Corporate

*Commission Schedule (Commission level(s) required for each line of business to be sold)

Annuity _____

Life Term _____

Life Permanent _____

Direct Deposit of Commissions (Life form #N600397NW1 or Fixed form #AG2896)

Copy of Voided Check

Annualization Advance Agreement (Life form #N600297NW1 - contact Licensing for Fixed form)

Corporate Licensing/Commission Assignment Form (form #N600497NW1)

GA and **MA** Agents (resident/nonresident) must submit original signed and completed state appointment form with licensing paperwork.

Other _____

Hierarchy Information:

Appointing General Agent Name _____

Appointing General Agent's Code No. _____

Please forward all paperwork to your Appointing General Agent for signature.

X26007700NW (01/02)

Primary Market: (check one)

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PROSPECTIVE AGENT'S APPLICATION & PROFILE



Please print legibly or type

I-PERSONAL INFORMATION

Full Name _____
First Middle Last

Date of Birth ___/___/___ Male Female Social Security # _____

Residence Address _____
Street City State County Zip

Previous Address (If less than five years at the above listed address)

Street City State County Zip

Residence Phone () _____ Spouse's Name _____

Business Address _____
Street City State County Zip

Business Phone () _____

Mailing Address _____
Street City State County Zip

Fax Phone () _____ Other Number () _____

E-Mail Address _____ Website Address, if applicable _____

II-BUSINESS and LICENSE INFORMATION (Please attach copies of current licenses)

Year you entered the business _____ Licensed to sell: Life Health Annuity Variable Annuity Other _____

Resident License State _____ Other State(s) _____

Error and Omissions Carrier _____ E & O Expiration Date _____

E & O Coverage _____ (Attach declaration page to application) Number of years you qualified for MDRT _____

Have you ever been registered with the NASD? Yes No If "Yes," please list CRD Number _____

Currently a member of NALU: Yes No List any other membership affiliations: _____

Make commissions payable to:

- Individual
- Corporation (Complete Commission Assignment/Corporate Licensing form #N600497NW1)

Please list any business and its tax identification number (TIN) of which you are an owner, partner, director or officer:

Incorporated Name and/or DBA Name	Address	TIN	State of Incorporation

III-EMPLOYMENT HISTORY

Include insurance companies you are contracted with, or have been contracted with during the last five years. If you have less than five years insurance experience, please include employment history for the last ten years.

From	To	Name of Company	Address (City & State)	Reason for Leaving

IV – BACKGROUND INFORMATION

The following questions have been developed to assist the Company in selecting reputable, trustworthy Representatives to sell and promote our products. Please answer all questions. **If you answer yes to any of the questions, please attach a separate sheet with details.** The Company will use the information and our best efforts to make a fair, informed decision regarding the appropriateness of an appointment. **(A “Yes” answer to any of the following questions will NOT automatically cause this application to be denied.)**

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1) Are you currently charged with or have you ever pled guilty or no contest to, or been convicted of, any crime (excluding minor traffic offenses and including disclosure of expunged or sealed records?) | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Are you now or have you ever been the subject of any lawsuit, claim, investigation or proceeding alleging breach of trust or fiduciary duty, forgery, fraud, or any other act of dishonesty? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3) Have you ever had your agent’s license or registration suspended or revoked, or are you now, or have you ever been the subject of a professional license/registration or market conduct investigation, claim or proceeding? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4) Have you ever been involuntarily terminated or permitted to resign from employment or from an agent or representative appointment, with any insurance or other financial services company other than for lack of production? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5) Has a bonding, surety or E&O provider denied an application or claim, made payment for you or terminated coverage? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6) Are you delinquent in any personal or business financial obligations, or does any insurance or financial services company hold a claim against you for commission debit balances? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7) Are there any outstanding judgments, liens or claims against you, including delinquent tax obligations, or have you or any business in which you were or are an owner, partner, officer or director, ever filed bankruptcy?
BANKRUPTCY DISCHARGE DATE _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 8) Have you ever done business under another name? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9) At any time during the past 10 years have you, or any business, in which you were an owner, partner, officer or director, been involved in any regulatory, civil or criminal matters not disclosed above? | <input type="checkbox"/> | <input type="checkbox"/> |

V-NOTICE

I certify that the information contained herein is true and complete to the best of my knowledge and belief. ***I further understand that failure to provide true and complete information may result in the denial of this request for appointment and/or subsequent termination thereof.*** I agree to promptly notify the Company if any of the information on this application changes. I authorize the Company to conduct an investigation concerning my qualifications for appointment including my character, general reputation, credit worthiness, and person traits and release any person and/or companies contacted from all liability with respect to the information given. I authorize the Company to investigate me now and at any time while I am contracted with the Company and to share any information obtained with: affiliated companies, appointing agent up-line management and company management. I further understand that the Company may deny my request for appointment, and may subsequently rescind my appointment, at its sole discretion.

I acknowledge that I am familiar with the insurance and securities laws, (if applicable), and regulations of the jurisdictions to which I am applying for appointment.

I agree that a photocopy of this authorization and release shall be as valid and binding as an original.

I understand and agree that I am not authorized, and am expressly forbidden, to solicit business for the Company until my license and appointment have been secured.

I certify that I have read the Agent’s Agreement attached to this Application and agree to be bound by all terms and conditions of said Agreement.

Under penalty of perjury, I certify that the Social Security Number shown or taxpayer identification number shown on this form is my correct taxpayer identification number and I am not subject to backup withholding by the Internal Revenue Service.

Signature of individual soliciting appointment _____ Date _____

(Please attach copies of current licenses)

Signature of Corporate Officer (if applicable) _____ Date _____

To be completed by Appointing Agent

The undersigned certifies that the applicant has answered the above questions as indicated, and that to the best of my knowledge and belief, those answers are true and complete. The undersigned is satisfied that such applicant is trustworthy, is qualified to act as an agent, and will act in good faith with the general public. The undersigned acknowledges that they are the appointing agent of, and agree to be jointly and severally responsible for the faithful performance of the Agent’s Agreement by the agent or agency appointed herein.

Printed name of Appointing Agent _____ Agent Code _____

Signature of Appointing Agent _____ Date _____

AGENT'S AGREEMENT WITH POWER TO APPOINT



1. Parties

The parties to this Agent's Agreement with Power to Appoint ("Agreement") are Great American Life Insurance Company® (the "Company"), an Ohio corporation, and the agent identified at the end of this Agreement (referred to herein as "you", "your" or "Agent," as the context requires.)

2. Appointment

The Company appoints you as its agent to solicit and procure applications for the insurance coverage listed in the Schedule(s) of Commissions referred to on the signature page hereof, which is (are) incorporated herein and made a part of this Agreement. This appointment is effective as of the date set out at the end of this Agreement and will continue in effect until terminated.

3. Territory

Your appointment is for the territory in which, as of the date hereof, you are presently and validly licensed as a resident insurance agent and appropriately appointed by the Company. This Agreement will also apply to any business you do in any other locations in which you are licensed as a non-resident agent and appropriately appointed by the Company in such locations. You do not have an exclusive right in or to any such territory or location. You specifically acknowledge that the Company may, in its sole and absolute discretion, appoint additional agents, brokers and/or subproducers at any such location or within any such territory as it deems appropriate. You acknowledge that the Company may, in its sole and absolute discretion, enter into different compensation and commission structures with any such agent, broker or subproducer. You acknowledge that such additional appointments or structures may have, as their natural consequence, an effect on your business and revenues and you specifically waive any claims against the Company that may arise therefrom or in connection therewith.

4. The Company's Duties

- a. The Company will pay any fees directly related to your appointment as its agent for the territory described above, and for any renewals of such appointment. The Company will not pay the fees or charges for your life insurance license or for any examination or continuing education required for it. Also, the Company may, but is not required to, designate you as its agent at your request in other territories; provided, however, you will be responsible for all fees and other costs that apply to such designations.
- b. The Company will pay commissions to you on business you produce according to the terms and conditions set forth in this Agreement and in the Schedule(s) of Commissions referred to on the signature page.

5. Your Duties

- a. You shall solicit and procure applications for the insurance coverage listed in the Schedule(s) of Commissions referred to on the signature page hereof that you are licensed to sell; provided, however, the Company may, in its sole discretion, refuse to accept, or require the amendment of, any application.
- b. You shall operate your business in strict conformance with all applicable laws, rules and regulations, and in conformity with this Agreement as well as the Company's rules, policies and procedures. You may not solicit or deliver policy forms in any territory or location which requires regulatory approval of such forms, or in which the Company is not licensed to do business, until such regulatory approval or licensing has been obtained by the Company.
- c. You agree to exert your best effort to keep all insurance produced by you and by agents for whom you are an Appointing Agent under this Agreement (such appointed agents being hereinafter referred to as "subordinate agent(s)") in full force and effect.
- d. You agree to be bonded in such manner as the Company may from time to time, and subject to reasonable amendment, require.
- e. You agree to be responsible for all taxes, insurance (including, but not limited to, workers' compensation) and benefits as a self-employed independent contractor. Nothing contained in this Agreement shall create, or shall be construed to create, the relationship of a partnership, franchise, joint venture or an employer and employee between the Company and you.
- f. You shall be solely responsible for and to any other person(s) you contract with or employ to fulfill your duties under this Agreement.
- g. You shall be solely responsible for and pay all expenses incurred by you, including license fees and charges that the Company has not specifically agreed to pay.
- h. You shall promptly notify the Company of any written customer complaint or notice of any regulatory investigation, disciplinary action, judicial proceeding and the like involving you or your subordinate agent(s) with respect to the marketing or sale of the Company's products, or any activity in connection therewith.
- i. You shall maintain accurate records regarding business transacted by you pursuant to this Agreement, including customer and regulatory complaint files and such other information as the Company may reasonably require. All such records and other information shall be subject to inspection by the Company at any time during normal business hours. No entry in any record made or kept by you shall be binding on the Company.
- j. You shall not use any material, supplies or advertising in any medium or format which mentions the Company by name or logo or relates to any of its products except for that provided by the Company or with the Company's prior written approval.
- k. When engaging in any conduct or activities outside the power or authority expressly granted in this Agreement, you shall not create or permit, by action or omission, any appearance or likelihood of confusion that your conduct or activities are authorized, ratified, or are by or on behalf of the Company.
- l. You shall hold the Company harmless and indemnify it against any and all liability, claim or cause of action (including regulatory or administrative proceedings), including costs and attorneys fees, resulting from or arising out of your conduct or that of subordinate agents or out of error or omission committed by you or any of them.
- m. You shall meet the production goals that the Company sets for you, if any.
- n. You shall promptly deliver all items given to you for delivery to another person or to the Company.
- o. You shall follow all instructions set out on premium receipts and conditional receipts prepared by the Company, and promptly send to it all premiums collected from applicants and any other money that the Company may authorize you to collect.
- p. You shall, where appropriate, accurately calculate any exclusion allowance or maximum deductible contribution applicable to the payment of premiums for any policies, and be solely responsible for the proper calculation of such allowance or maximum deduction by you and by subordinate agents.

- q. You shall maintain the active status of all licenses and registrations necessary to sell the Company's products and, if such active status should lapse or be placed in suspension for any reason, you shall immediately discontinue all efforts to market or sell the Company's products (including, but not limited to, the finalization of any sales already in process) and notify the Company of the same.

6. Delivery of Policies

- a. You shall promptly deliver all items given to you for delivery to another person or the Company; provided, however, delivery of a life insurance policy may be made 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 is stated in the application for such policy; and (2) the first premium has been fully paid.
- b. Any life insurance policy not delivered pursuant to subsection (a) above shall be immediately returned to the Company.
- c. For each life insurance policy issued in a form as applied for and returned for cancellation on account of nonacceptance by the applicant or which is rewritten at your request, the Company, upon request, may require reimbursement from you for the costs associated with issuing a new policy.

7. Premium Settlements

Only the initial premium on applications procured by or through you may be collected by you. All premium settlements shall be in cash or by check received subject to collection and payable to the Company. No agent or agency checks will be accepted. All such monies received by you are received as a fiduciary trust, and you shall immediately forward any such premium settlement, entire or partial, to the Company. You do not have the authority to open or maintain any bank account in or using the Company's name or to negotiate or deposit any funds collected on the Company's behalf.

8. Limitations

You are not authorized, and are expressly forbidden, to bind the Company by any promise or agreement, to incur any debt, expense or liability in its name or account, to enter into any legal proceedings in connection with any matter pertaining to the Company's business, or to waive or alter any provisions of any policy issued by the Company.

9. Repayment/Indebtedness

If you owe money to the Company or any of its affiliates at any time for any reason, you understand and agree that:

- a. any amount (including commissions) that you must repay to the Company or any of its affiliates are a debt that is due and payable upon demand;
- b. interest may accrue and be payable on your debt beginning on the date of the event that creates your obligation of payment;
- c. interest shall be at the rate of 12% per annum (or such lesser rate which is the maximum rate permitted by law) and the Company may also charge you costs and reasonable fees (including attorneys fees) if your debt is referred to a third party for collection;
- d. any amounts that you owe the Company, or any of its affiliates, are and shall be secured by a first lien against any compensation that may be or become due or payable to you, which first lien is hereby granted to the Company by you and the lien hereby created shall not be extinguished by the termination of this Agreement;
- e. any amounts payable or due to become payable to you hereunder shall be subject to a lien and right of setoff for any debt from you to the Company, or any of its affiliates, whether then existing, contingent or not yet matured, all in such amounts as the Company may reasonably determine;
- f. because your future commission earnings act as security (under the previous paragraph) for any amounts that you owe to the Company, or any of its affiliates, you agree that with respect to any policies to which this Agreement relates, you will not induce or try to induce the reduction or stoppage of premium flow, or the transfer of premiums (in whole or in part) to any other insurance company or to any other investment instrument, for so long as any amounts are owed to the Company, or any of its affiliates, by you (including after termination of this Agreement); and
- g. the Company may charge you for, and you hereby agree to indemnify the Company for, any amounts owed to the Company, or any of its affiliates, by any subordinate agent, to the extent that such debt was incurred during the time that you were an Appointing Agent for such subordinate agent and these charges will be added to your indebtedness and you will be responsible for these charges as money that you owe to the Company.

10. Assignment

Neither this Agreement, nor any of your rights under it, may be assigned, pledged or hypothecated, without the prior written consent of the Company. The Company does not assume any responsibility for, or guarantee the validity or sufficiency of, any assignment. No assignment shall be operative while any indebtedness to the Company or any of its affiliates remains unsatisfied and any such assignment shall be subject to any existing or future indebtedness of yours to the Company hereunder.

11. Discontinuance of Policy Forms

Without liability to you, the Company may in its sole discretion, at any time and from time to time, (a) retire from any territory; (b) discontinue and/or withdraw any form of policy in any territory without prejudice to its right to continue use of said form in any other territory of the Company; (c) discontinue and/or withdraw any form of policy in all territories; and (d) resume the issuance or use of any form in any territory or territories at any time.

12. Commissions

- a. The Company shall pay you the commissions computed on the commissionable premiums paid to, received and accepted by the Company on applications procured by you in accordance with this Agreement at the rate and under the conditions as set forth in the Schedule of Commissions referred to on the signature page, as amended from time-to-time by the Company. Any commission designated in any schedule shall not be deemed a "service fee" for any period of time.
- b. First year and renewal commissions shall be fully vested to you as such commissions accrue. Service fees, if any, shall not vest. No commissions will be earned on premiums paid in advance until after the due dates of the respective premiums so paid in advance and then only if the policy is in force and effect on such due dates.
- c. The Company reserves the right to revise the commission rates or conditions on any one or all of the policies or schedules at any time it deems such revision advisable, but such revision shall apply only to applications for insurance thereafter received.
- d. If any insurance procured hereunder is subsequently and appropriately converted to, or replaced by, some other form of policy, the commissions payable, if any, under such new insurance shall be paid to you only if such conversion or replacement is affected by or through you.

- e. Commissions shall be payable no less than quarterly. If the premium on any policy secured hereunder is not paid within one hundred eighty (180) days from the premium due date and such policy is subsequently reinstated, you shall be entitled to further commissions thereon only if said policy is reinstated by or through you.
- f. Should the Company, in its sole discretion, deem it appropriate at any time to refund any premium on which you were paid any compensation, then such compensation shall be charged back to you.
- g. Commissions on benefit riders, term riders, replacement policies and conversions shall be payable in accordance with Company practices at the time the coverage is issued, converted or replaced, as the case may be.
- h. In the event of your death, any commissions due under this Agreement will be paid directly to the person or persons you have specifically designated to receive the same in your valid last Will or, if no such specific designation is made, then to your estate. If this Agreement is with a corporation, commissions will remain payable to such corporation.
- i. You must repay to the Company any commissions that it has paid to you on all controlled business that terminates, is rescinded, or is surrendered during the first two policy years. "Controlled business" means any business on which you may directly or indirectly either control the payment of premiums or control or influence exercise of the right to terminate, rescind or surrender, which includes but is not limited to, any policy or contract under which the owner or insured is: (i) you or your spouse or any person in your immediate family (parents, brothers, sisters, children, or their spouses) or the immediate family of your spouse; or (ii) an associate in or member or employee of your agency or any person in the immediate family of such associate, member or employee.
- j. Notwithstanding any of the foregoing, no commission shall be due and owing pursuant to the terms of this Agreement for or during any period of time during which you are in breach of the terms hereof.

13. Termination

- a. This Agreement shall automatically terminate in the event of: (1) your being in any non-licensed status as is required for the sale of insurance; or (2) involuntary assignment of this Agreement for the benefit of creditors; or (3) your death (alternately, if you are a partnership or a corporation, upon any event legally or contractually causing a dissolution of the partnership or a termination of the corporation).
- b. This Agreement may also be terminated by either party with or without cause immediately upon notice given to the other party. The right of termination under this subsection (b) is not restricted by the provisions for termination in (a) above. You agree that you have no recourse for any damages or injury which you may suffer by reason of the termination of this Agreement.
- c. Upon any termination of this Agreement, you shall immediately pay in cash any sums due hereunder and shall immediately deliver to the Company all of the previously furnished materials, supplies, advertising and any other matter which mentions the Company by name or is connected with its business.
- d. Upon termination, commissions will be paid in accordance with this Agreement if (1) your total commissions for the previous calendar year are equal to or greater than \$200, (2) you inform the Company of any change you make in your current mailing address as recorded at the Company's administrative office and (3) premium contributions in force as of the end of a calendar year for any annuity contracts written under this Agreement are equal to or greater than 75% of the premium contributions in force as of the beginning of that calendar year.
- e. Your record or knowledge of names of policyholders and expiration dates shall not be disclosed by you to any agent, broker, or other person, unless required by law, nor used by you for purposes of solicitation.

14. Other

- a. If at any time you or your subordinate agents engage in the conduct described below, you will forfeit your right to all commissions from and after that time, and all commissions will become the Company's property:
 - (1) withhold or misappropriate any money or other property belonging to the Company;
 - (2) subject the Company to liability due to your misfeasance or malfeasance;
 - (3) commit an act of fraud or embezzlement;
 - (4) fail to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction over this Agreement;
 - (5) fail to conform to the rules and regulations of the Company;
 - (6) engage in conduct that is grounds for suspension, revocation or termination of your insurance license;
 - (7) without the Company's prior written consent, induce or try to induce any agent appointed by the Company to end his/her relationship with the Company;
 - (8) conduct yourself in such a manner that would tend to injure the Company's good name or good standing;
 - (9) fail to pay any indebtedness to the Company on demand; or
 - (10) systematically replace the Company's policies with those of other companies.
- b. The Company reserves the right to take disciplinary actions, up to and including termination, for violations of this Agreement.

15. Notices

Any notice or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed effective (unless this Agreement provides for a different period of time) upon the personal delivery thereof if delivered or, if mailed, forty-eight (48) hours after having been deposited in the United States mail, postage prepaid, and addressed in care of the Company to its then principal place of business, and in care of you to the current mailing address as recorded at the Company's administrative office, or upon receipt of a copy of such notice by facsimile.

16. Power to Appoint Subordinate Agents

- a. You may appoint subordinate agents with the Company's consent and subject to any conditions and limitations that it may require. To do so, you must use the agreement forms that the Company provides, and you must send to the Company the fully completed forms including any Commission Schedule(s) to be attached, signed by the proposed agent and by you. You will be an Appointing Agent under any such agreement and, as such, you will be responsible for the faithful performance of that agreement by the subordinate agent, including responsibility under Section 9 of this Agreement for any amounts owed to the Company, or any of its affiliates, by the subordinate agent. You agree to train, supervise, and be solely responsible for all subordinate agents.
- b. The Company will pay you overrides on business produced by subordinate agents. Overrides will be equal to the commissions the Company would pay to you if you produced the same business, less the aggregate commissions paid on that business to subordinate agents. If renewal commissions are not payable to a subordinate agent under the terms of his or her agreement and there are no amounts owed to that agent, then, at the Company's discretion, the amount that would otherwise have been paid will be part of your override commissions, unless that amount is payable to another agent for whom you are an Appointing Agent. Overrides are commissions and are subject as such to all terms,

conditions, and limitations of this Agreement, including the Commission Schedule(s). If a subordinate agent is required to repay commissions under the terms of his or her agreement, then any override paid to you on the same business must also be repaid by you under this Agreement.

- c. At your request, the Company may terminate the agreement of a subordinate agent subject to any conditions or limitations that the Company may require. The Company may reappoint a subordinate agent on any basis that it sees fit at any time and without your consent and without notice to you, (i) if the agreement of a subordinate agent is terminated, whether by you, or by him or her, or by operation of law, or (ii) if this Agreement is terminated, whether by you, the Company or operation of law.

17. Law

This Agreement is signed by the Company at its administrative offices in Cincinnati, Ohio, and shall be subject to, governed by and construed in accordance with Ohio law, without giving effect to the principles of conflicts of law thereof. Any dispute, controversy or claim between the parties hereto arising out of or relating to the provisions of this Agreement, except as specifically enumerated and exempted herein, shall be submitted to the American Arbitration Association (the "AAA") for resolution. Any such arbitration shall take place in Cincinnati, Ohio, and shall be in accordance with the Expedited Arbitration Rules of the AAA. Costs, excluding attorney fees, for all disputes submitted to arbitration shall be divided equally among the disputing parties and shall be paid accordingly. Notwithstanding the above provision on arbitration, nothing herein shall void, waive or alter the parties' legal and equitable remedies to (1) enjoin or otherwise address defamation of one party by the other, and (2) enforce Section 9 of this Agreement. With respect to any legal or equitable action brought with respect to defamation or to enforce Section 9 of this Agreement, you acknowledge that this Agreement has a substantial legal nexus to Ohio and you agree that such disputes arising hereunder or related hereto shall be exclusively resolved (irrespective of any claim of federal jurisdiction, which is hereby expressly waived) in the courts of general jurisdiction of Hamilton County, Ohio and you irrevocably waive any objection to the laying of venue in such courts. You further agree to submit yourself to the jurisdiction of such courts and agree, with respect to such disputes, to the effectiveness of the service of any process, summons, notice or document by United States registered mail, return receipt requested, addressed to your last known address. You also agree that you shall not institute any suit, action or proceeding against the Company, whether by way of a claim for damages, declaratory or injunctive relief, except in said courts.

18. General Provisions

- a. This Agreement and any disclosures, releases and authorizations signed by you with regard to your appointment as the Company's agent, constitutes the entire agreement between you and the Company and supersedes all prior agreements, whether written or oral, understandings and commitments between us. This Agreement may be amended at any time by the Company upon thirty (30) days written notice to you. Such amendment shall be effective thirty (30) days after written notice, unless you object in writing no later than fifteen (15) days after written notice is mailed by the Company in accordance with this Agreement. Any amendment to this Agreement, whether by the Company or by both parties hereto, shall be in writing.
- b. The following provisions shall survive termination of this Agreement: 5h., 5i., 5k., 5l., 5n., 6, 7, 9, 12f, 12h., 12i., 13c., 13d. and 14.
- c. If the Agent is a partnership or corporation, each individual signing on behalf of Agent agrees to be and shall be jointly and severally liable for any debt of the Agent and shall be subject to the lien and rights of offset provided under this Agreement and enforcement of it on the same basis and to the same extent as the Agent.
- d. Headings used in this Agreement are for convenience and reference only and shall not control the interpretation of any term or condition.
- e. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
- f. The forbearance, waiver or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Agreement or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder.
- g. To the extent that any provision of this Agreement is in conflict with any statute, regulation, ordinance or other binding legislative or regulatory prohibition, such statute, regulation, ordinance or prohibition shall control and such provision shall be construed as void from its inception, it being the intent of both parties hereto to fully and completely conform to the laws of each jurisdiction in which the Company's business is being conducted.
- h. You agree to adopt and abide by the Principles and Code of Ethical Marketing adopted by the Insurance Marketplace Standards Association.

DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY HOME OFFICE

Schedule of Commissions _____

Great American Life Insurance Company®

Agent Number _____

This Agreement will be of no force or effect unless countersigned below by an authorized Officer of the Company.

By _____
Signature

Its _____
Title

Effective Date _____



I. TO BE COMPLETED FOR CORPORATE LICENSING

All areas must be completed. Please print or type. Attach all applicable individual and corporate license copies.

Name _____ Business Phone () _____
Name of corporation as it appears on Agreement

Address _____ Fax Number () _____
Street

_____ Tax I.D. Number _____
City County State Zip Code

Corporate Officers

1. _____ Social Security No. _____
Name Title

2. _____ Social Security No. _____
Name Title

3. _____ Social Security No. _____
Name Title

4. Is corporation appointed with any other life insurance company?
 Yes No (Company) _____

Please complete Sections II and IV.

II. TO BE COMPLETED FOR COMMISSION ASSIGNMENT

Please use this letter as your authorization to send any commission income due me to:

_____ Address of Assignee _____
Name of Assignee

_____ on my behalf.
City State Zip Code

I understand and agree that:

- 1) For income tax purposes, any commission income which I earn will continue to be reported to me unless Section III on the reverse side is completed.
- 2) You are making these payments as an accommodation to me and that you are making them at my express direction.
- 3) I am not making this authorization in order to evade any state law or laws which require that no payments can be made to any entity for the sale or solicitation of insurance, except to licensed agents.
- 4) This assignment does not assign any rights, duties or obligations under my General Agents Agreement other than the right to receive commissions.
- 5) The payment of commissions made under this assignment shall provide full and complete discharge of the Company's payment obligation under the General Agent's Agreement.
- 6) I warrant that I have not executed any other commission assignments.
- 7) I will indemnify and hold you harmless from and against any and all claims, loss or damage you may incur in complying with or carrying out this authorization.

The Assignee must revoke this authorization by prior written notice to the Company.

This assignment applies to any commission income due to me on (check one):

- All inforce policies and all policies issued in the future.
 Only policies issued in the future.



III. TO BE COMPLETED IF COMMISSION INCOME IS TO BE REPORTED TO ASSIGNEE

The Assignee under the foregoing commission assignment hereby certifies that the Agent making the assignment is the employee of the Assignee, that the Agent's activities under the General Agent's Agreement with the Great American Life® Insurance Company are subject to the direction and control of the Assignee, and that commission income earned by the Agent and paid to the Assignee should be reported as the income of the Assignee.

Assignee: _____ Tax I.D. Number _____

By: _____ Title: _____ Date: _____

ACKNOWLEDGMENT BY COMPANY

Great American Life® acknowledges the Assignee's right to direct and control the Agent's activities. This acknowledgment, however, shall not be taken as an amendment to the General Agent's Agreement, nor relieve the Agent of any duties or obligations under that Agreement, nor limit the rights of Great American Life Insurance Company to enforce the terms of that Agreement against the Agent.

By: _____ Title: _____ Date: _____

IV. TO BE COMPLETED FOR ALL REQUESTS

Agent's Name - Printed or Typed (Assignor)

Agent's Social Security Number

Agent's Signature

Date



Life Products
P.O. Box 5416
Cincinnati, OH 45201-5416

**DIRECT DEPOSIT OF COMMISSIONS
AUTHORIZATION AGREEMENT**

LIFE PRODUCTS

Sign up for the Great American Life® direct deposit program, and we'll deposit your commissions into your bank account within **two** to **three** business days from when your commissions are scheduled to be paid. You can **CHOOSE** which way you want to receive direct deposit— just complete the form below and return it with your contracting paperwork.

- YES, I WANT TO RECEIVE DAILY COMMISSION DEPOSITS AND SIGN UP FOR AGENT ACCESS. I understand I must be on-line via Agent Access, the secured agent site, to access and view my daily commission statements. (Sign-up requires computer and Internet access.) **To register, I will send an e-mail to agentauto@gafri.com.**
- YES, I WANT TO RECEIVE DAILY COMMISSION DEPOSITS, HOWEVER I DO NOT WISH TO BE ON AGENT ACCESS. I understand the only way I will receive commission statements is through my appointing agent.
 - My appointing agent has agreed to obtain my future statements via Agent Access under his/her authorization and will provide me with copies.
- YES, I WANT TO RECEIVE BI-WEEKLY COMMISSION DEPOSITS. If I use the secured agent site, I will have immediate access to my future bi-weekly statements. If not, I will receive statements in the mail.

Please note: The frequency of commission statements generated on Agent Access will match the payment frequency selected above. I understand Great American Life will not withdraw any funds from my account.

I (we) hereby authorize Great American Life ("The Company") to initiate credit entries to my checking/savings account indicated below, and the depository institution named below ("Depository") to credit the same to such account.

Depository name		Branch Phone Number	
City	State	Zip Code	
Transit/ABA Number	Account Number <input type="checkbox"/> Checking <input type="checkbox"/> Savings		

This authority remains in force and effect until the Company receives written notification from me (or either of us) of its termination in such time and manner as to afford the Company and the Depository a reasonable opportunity to act on it.

Date	Social Security Number	Agent Code #
Name on Account (Please Print)		Authorized Signature
Additional Name on Account (Please Print)		Authorized Signature of Additional Name

→ ATTACH VOIDED CHECK HERE AND RETURN TO—

Great American Life Insurance Company® • Life Products • Attn: Licensing Department
P.O. Box 5416 • Cincinnati, OH 45201-5416



DIRECT DEPOSIT OF COMMISSIONS AUTHORIZATION AGREEMENT

Please check applicable company(ies):

- Annuity Investors Life Insurance Company®***
 Great American® Life Insurance Company*
 AAG Securities* **Other** _____

* Individually and collectively referred to as the "Company"

- I hereby authorize the Company to *initiate* credit entries and if necessary, debit entries and adjustments for any credit entries in error to my account and the Depository institution named below to credit and/or debit the same to such account.
- I hereby request a *change* to my existing direct deposit as indicated below.
- I hereby *terminate* direct deposit agreement previously made with the Company. Please direct my commissions directly to my address of record.

Note: Your request will become effective in approximately 30 days

INDIVIDUAL AGENT INFORMATION - Please print or type		
Primary Name on Account	Social Security or Tax ID #	Agent #
Address	City, State	Zip Code
Secondary Name on Account (Optional)	Phone #	
DEPOSITORY INFORMATION - Please print or type		
Depository Name	Depository Address	Depository Phone #
Account #	Type of Account <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Transit/ABA #

This authorization is to remain in full force and effect until the Company has received written notification from me (or either of us) of termination in such time and in such manner as to afford the Company and Depository a reasonable opportunity to act on it.

Attach a "voided" check and mail to:

American Annuity Group
 P.O. Box 5420
 Cincinnati, Ohio 45201-5420
 Attn: Contracting and Licensing Annuity Division

Signature of Primary Account Holder

Date

Signature of Secondary Account Holder (optional)

Date



LIFE INSURANCE COMPANY

Life Division · P.O. Box 5416 · Cincinnati, OH 45201-5416

Annualization Advance Agreement

This Annualization Advance Agreement executed this day of _____, 19_____, between Great American® Life Insurance Company, Life Division (the “Company”), and _____ of _____ (the “Agent”) is attached to and becomes a part of a certain Agent Agreement, (the “Agreement”) dated _____ between the Company and the Agent, **wherein it is mutually agreed as follows:**

- 1. Advance commission:** With respect to policies for which premiums are paid by monthly bank draft, the Company agrees to advance commissions to the Agent at the rate of 75% of the first year commissions specified on the Schedule of Commissions attached to the Agent Agreement.
- 2. Advance charged to Agent’s accounts:** Each such commission advance made to the Agent will be charged (debited) to the Agent’s account with the Company and will be a debt from the Agent to the Company. Each commission advance will be: a) secured by commissions earned on the policy for which the commission advance was provided, and b) repaid by the crediting of commissions earned on premium payments received by the Company for the policy for which the advance was provided. The Agent, by accepting the advance, grants the Company a first lien and security interest against earned commissions accruing to the Agent’s account with the Company.
- 3. Earned commissions credited to account:** The Company will credit earned commissions in accordance with the Agreement. Any earned commission not used to repay any commission advance shall be paid to the Agent only to the extent that it exceeds any amount owing to the Company for which there is underlying security; otherwise all such commissions will be used to offset any such unsecured debt. (“Unsecured debt” is that debt for advances on policies that terminated during the first nine (9) months after issue.)
- 4. Rules and regulations:** The Company may determine, at its sole discretion, rules and regulations governing amounts of advances and circumstances under which advancing will occur. These rules and regulations may be changed at any time by the Company.
- 5. Offset with other accounts:** In the event the Agent’s account reflects an unsecured debt balance which will not be repaid in full by earned commissions over a reasonable period of time as determined by the Company in its sole judgement, the Company may offset such unsecured debt with any monies owing to the Agent under any other account with the Company.
- 6. Refunds:** The Agent shall make prompt refund to the Company: a) for policies not issued, and b) for policies issued but not accepted by the applicant. The agent shall also make prompt refund of all first year commissions and renewals if in the first two (2) policy years the Company has to refund all premiums to the policyowner. The Company shall, at all times, have the right to reject applications for insurance without specifying cause.
- 7. Reservation of right:** The Company reserves the right to refuse to advance commissions to any Agent and further reserves the right to discontinue commission advances to any Agent at any time.



- 8. **Choice of law:** Any dispute arising from this Agreement will be governed by the laws of the State of Ohio and venue shall be Hamilton County, Ohio.
- 9. **Personal Debt:** Any debt of the Agent left unpaid after crediting earned commissions and application of any other offset shall remain the personal debt and obligation of the Agent which shall become due and payable on demand of the Company.
- 10. **Other Provisions:** Other than as provided herein, execution of this Annualization Advance Agreement in no way changes, modifies or alters in any manner the provisions of the General Agent's/Personal Producing General Agent's Agreement to which this Agreement is made a part.

In witness whereof, this Agreement has been signed by the parties hereto:

Agent's
Printed Name _____ S.S. Number _____

Agent's
Signature _____ Date _____

TO BE COMPLETED BY APPOINTING AGENT

The maximum amount that may be advanced per policy and the maximum amount that may be advanced to the Agent in the aggregate is:

Per Policy _____ Total Advance _____

Recommended and approved by:

Appointing General
Agent's Signature _____ Date _____

Managing General
Agent's Signature _____ Date _____

Approved by:
Great American® Life Insurance Company, Life Division

By: _____ Date _____

Title

FAIR CREDIT REPORTING ACT DISCLOSURE

RETAIN FOR YOUR FILES

This is to notify you that in connection with your application for appointment, you have authorized us to procure a consumer report on you as part of the process of considering your application. In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the adverse decision, we will provide you with a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act.

Please be advised that we may also obtain an investigative consumer report including information as to your character, criminal history, creditworthiness, general reputation, personal characteristics and mode of living. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the information requested. The company reserves the right to obtain an investigative report now and at any time while you are contracted with the company.

RETAIN FOR YOUR FILES