

**GOVERNMENT PERSONNEL MUTUAL LIFE INSURANCE COMPANY**

2211 NE Loop 410, San Antonio TX 78217 - PO Box 659567, San Antonio, TX 78265

(800) 938-4765 WATS - (888) 305-4111 FAX

**Contract Worksheet**

Name \_\_\_\_\_ Date \_\_\_\_\_

Contract Level \_\_\_\_\_ Recruiter Name \_\_\_\_\_

Hierarchy Level (name) \_\_\_\_\_ Agent # \_\_\_\_\_

Level (name) \_\_\_\_\_ Agent # \_\_\_\_\_

Level (name) \_\_\_\_\_ Agent # \_\_\_\_\_

Complete, then fax or mail the following items:

\_\_\_\_\_ Internet Referral ☐ Yes ☐ No

\_\_\_\_\_ Agent Biographical Profile, 72.10 with 72.13: Agent \_\_\_\_\_ Agency \_\_\_\_\_ Corporation \_\_\_\_\_

\_\_\_\_\_ Contract 72.15, sign and date page 4 only, add Beneficiary name on page 3 if desired

\_\_\_\_\_ Preferred Agent Production Bonus, 72.187

\_\_\_\_\_ Corporate Amendment, 72.39

\_\_\_\_\_ Commission Annualization Agreement, 72.71

\_\_\_\_\_ Annualized Repayment Agreement, 72.70, if advance is requested

\_\_\_\_\_ W-9 Form. Request for Taxpayer Identification Number and Certification

\_\_\_\_\_ Direct Deposit Authorization Form with sample voided check 03.68

\_\_\_\_\_ AML Certificate (Anti-Money Laundering) Proof of Completion

\_\_\_\_\_ Privacy Notice GLBA3-03

\_\_\_\_\_ Funeral Home Letter, FHL

\_\_\_\_\_ { Copy of state Insurance license for ALL states in which you are to be appointed

\_\_\_\_\_ { Fee for non-resident state appointments \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
from attached fee schedule

\_\_\_\_\_ Copy of your Driver's License with a clear image

\_\_\_\_\_ Completed Automatic Initial Supply Order Form

\_\_\_\_\_ Request for business cards and/or stationery, if desired

Comments or Requests: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**GOVERNMENT PERSONNEL MUTUAL LIFE INSURANCE COMPANY**

P.O. BOX 659567, San Antonio, Texas 78265

Phone: (800) 938-4765 Fax: (210) 357-2225

<http://www.gpmlife.com>**CONFIDENTIAL  
AGENT BIOGRAPHICAL PROFILE**

This form must be completed as part of your application for an appointment with Government Personnel Mutual Life Insurance Company (GPM Life). All questions must be answered in detail. Please type or print clearly. For corporations or partnerships, this form must be completed by the principal who is responsible for life production and is authorized to contract for the organization.

Full Name: \_\_\_\_\_ Designations: \_\_\_\_\_

Other names used: \_\_\_\_\_ Spouse's Name: \_\_\_\_\_

Social Security No.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Business Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Residence Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Last Address in United States if nonresident: \_\_\_\_\_

Name of Agency: \_\_\_\_\_ Federal Tax ID No.: \_\_\_\_\_

You do business as: ( ) Proprietorship ( ) Partnership ( ) Corporation Other: \_\_\_\_\_

Pay Commissions to: ( ) Individual ( ) Agency: \_\_\_\_\_

College: \_\_\_\_\_ Degree/Year: \_\_\_\_\_

Years Licensed: \_\_\_\_\_ Industry Awards: \_\_\_\_\_

1. Are you engaged in any business other than, or in addition to, selling life insurance? .....( ) Yes ( ) No
2. Will you be retaining a life insurance contract with any other company? .....( ) Yes ( ) No
3. Are you currently on financing or annualization with any other company? .....( ) Yes ( ) No
4. Have you **ever** left an insurance company with an unpaid balance? .....( ) Yes ( ) No
5. Has any insurance company **ever** terminated your contract for other than lack of production? .....( ) Yes ( ) No
6. Have you **ever** been fined, suspended, placed on probation, paid administrative costs, entered into a consent order, been issued a restricted license or otherwise been disciplined or reprimanded, or are you currently under investigation by any insurance department, FINRA, (formerly known as NASD), SEC or any other regulatory authority? .....( ) Yes ( ) No
7. Have you **ever** had a tax lien or judgment filed against you? .....( ) Yes ( ) No
8. Have you **ever** filed for personal or business bankruptcy, or been declared bankrupt or insolvent? .....( ) Yes ( ) No
9. Have you **ever** been refused a surety bond or fidelity bond? .....( ) Yes ( ) No
10. Have you **ever** been convicted or plead guilty or nolo contendere (no contest), served any probation, paid any fines or court costs, had charges dismissed through any type of first offender or deferred adjudication or suspended sentence procedure, or are any charges currently pending against the applicant for any offense other than a minor traffic violation? ( ) Yes ( ) No
11. Have you **ever** been contracted with GPM Life in the past? .....( ) Yes ( ) No
12. Do you intend to sell in the Military Market? .....( ) Yes ( ) No

If so, review the Military Sales Compliance Kit. Sign and return the Military Sales Compliance Agreement.

You must take GPM's Military Sales training course before selling in the Military market.

13. Are you licensed to sell pre-need products, or are you associated in any way with a funeral home? .....( ) Yes ( ) No
14. Are you licensed to sell, or associated in any way with a viatical, life settlement, investor (stranger) owned life insurance, "zero-premium," or similar operation when a stranger to the insured becomes the ultimate owner? .....( ) Yes ( ) No

IF THE ANSWER TO ANY OF THESE QUESTIONS IS "YES," PLEASE PROVIDE COMPLETE DETAILS BY REFERENCING THE APPLICABLE NUMBERED QUESTION. \_\_\_\_\_

## COMPANY AFFILIATIONS

Primary Company	Date Joined	Paid Commissions	
		Last Year	Prior Year
<hr/>			
Other Current and Past Company Affiliations			
<hr/>			
<hr/>			
<hr/>			
Will you consider GPM Life your primary company for the products we offer? ____ Yes ____ No			
If not, which company will you use as primary for such products? _____			
What do you anticipate your first year paid premium with GPM Life to be over the next twelve months? _____			
Do you operate primarily as a personal producer or do you have agents working for you? _____			

### \*\*\*NOTICE\*\*\*

YOU MUST BE PROPERLY LICENSED AND APPOINTED BY GPM LIFE IN ALL STATES IN WHICH YOU WILL SOLICIT BUSINESS FOR GPM LIFE. BY SIGNING THIS AGREEMENT YOU SIGNIFY THAT YOU AGREE NOT TO SOLICIT BUSINESS FOR GPM LIFE UNTIL YOU ARE PROPERLY LICENSED AND APPOINTED.

Specify ALL states in which you would like appointments with GPM Life. You are responsible for all license and non-resident appointment fees. See attached Appointment Fee Schedule. Please ATTACH A COPY OF EACH LICENSE. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resident Agent License Number: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Please attach a copy of your state driver's license with your picture in proper contrast.

Are you a US citizen? ☐ Yes ☐ No

If not a US citizen, include with this application a copy of your permanent resident card and passport.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Full Name of Applicant

\_\_\_\_\_  
Date

**RELEASE AUTHORIZATION AND  
FAIR CREDIT REPORTING ACT DISCLOSURE  
[FOR EMPLOYMENT PURPOSES]**

The applicant for employment or contract acknowledges that this company may now, or at any time while employed or contracted, verify information within the application, resume or contract. 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 to you a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, as set out below.

Please be advised that we may also obtain an investigative consumer report including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your present and previous contractors or employers or references supplied by you. 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.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, is available at the Federal Trade Commission's web site (<http://www.ftc.gov>).

**By signing below, I hereby authorize all entities having information about me, including present and former contractors and employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to the company or any of its affiliates or carriers. I acknowledge and agree that this Release and Authorization shall remain valid and in effect during the term of my contract.**

---

**Maine residents will be provided a copy of your rights under the Maine Fair Credit Reporting Act.**

---

**For Washington Applicants Only**

Note: In the state of Washington, a person may not procure a consumer report for employment purposes where any information contained in the report bears on the consumer's credit worthiness, credit standing, or credit capacity, unless the information is either: (i) substantially job related, and the employer's reasons for the use of such information are disclosed to the consumer in writing; or (ii) as required by law.

We may check your credit report for the specific reasons, which are substantially related to the job as follows: honesty and ability to handle GPM Life monies, or as required by law, (18 USCA 1033).

---

**For California, Minnesota and Oklahoma Applicants Only**

A consumer credit report will be obtained through Business Information Group, 1105 Industrial Hwy. Suite #200, Southampton, PA 18966.

---

If an **investigative consumer report** and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy.

Yes \_\_\_\_\_  
                    initials

No \_\_\_\_\_  
                    initials

\*California applicants: If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report (unless you elected not to get a copy of the report).

**I pledge to serve GPM Life's clients and prospects ethically, using the same standards I would want an insurance professional to use if I were the client or prospect.**

**I state that the answers and facts given above, including the preceding pages, are true and complete.**

---

Signature

---

Printed Full Name of Applicant

---

Date



# GOVERNMENT PERSONNEL MUTUAL LIFE INSURANCE COMPANY

P.O. Box 659567, San Antonio, Texas 78265-9567 • (800) 938-4765

## Agent Contract

1. This Agent Contract with attachments (Contract) is entered into between Agent (You, Your)  
\_\_\_\_\_ and Government Personnel Mutual Life Insurance Company (GPM Life):  
Agent Name (*as shown on the resident insurance license*)
  - 1.1. Where the term “Agent” is used in the Contract, it shall include individual Agents, Agencies, Corporate General Agencies, Marketing General Agents, General Agents, and Brokers of all kinds.
  - 1.2. Upon execution of this Contract You are an Agent of GPM Life for the purpose of soliciting applications and servicing business in states where You are licensed and appointed by GPM Life.
  - 1.3. Nothing in this Contract shall be construed to create the relationship of employer and employee between You and GPM Life.
  - 1.4. You are authorized to recommend the appointment of Agents to market the products and services of GPM Life, in accordance with its guidelines and procedures.
  - 1.5. You may be assigned for supervisory purposes to the Agent who recruited You, or to another Agent, or the Home Office of GPM Life. If so assigned, You will be notified.
2. **Duties and Responsibilities of Agent:** Execution of this Contract confers the following responsibilities that You and any Agent assigned to You agree to uphold:
  - 2.1. Procure applications and service business in states, and for lines of business, for which you are licensed and appointed.
  - 2.2. Conduct transactions with and for GPM Life, completely, accurately and professionally while complying with the rules and instructions set forth by GPM Life and with applicable insurance and other laws.
  - 2.3. Treat all monies received by you for GPM Life as property held in trust, and remit such money at once with a full statement.
  - 2.4. Protect the security and confidentiality of personal financial and personal health information that You or Your Agent may obtain on prospective and existing customers.
  - 2.5. Hold all information and property received from GPM Life as trade secrets without reproducing or copying any of them without permission, and upon demand return them.
  - 2.6. Deliver each policy in Your care to the proposed insured/owner in a prompt manner if the proposed insured is in good health and insurable condition. If the proposed insured's health has changed and he or she is no longer insurable, immediately return the policy to GPM Life.
  - 2.7. Promptly aid in the care and conservation of all policyholders You have placed with, or are servicing for GPM Life.
  - 2.8. Accept responsibility for the supervision, conduct, and activities of any Agent assigned to You. No agent will be assigned to You, unless You accept this responsibility.
  - 2.9. Cooperate in claims and regulatory investigations and litigation, if requested by GPM Life.
3. **Limitations of Authority:** You understand that GPM Life does not grant You the authority, nor are You allowed in any manner to:
  - 3.1. Waive, alter, or change any provision or condition in the policies, contracts, receipts, or literature issued by GPM Life;
  - 3.2. Bind GPM Life by any agreement or incur any expense or obligation of any nature on behalf of GPM Life;
  - 3.3. Use GPM Life's name or logo, any advertising, stationary, business cards, or printed matter, or any representation of it or its products without prior written approval;
  - 3.4. Use GPM Life sales aids, which may include but are not limited to software, literature, or training aids, to sell other companies' products;
  - 3.5. Pay or offer any rebate, even if such rebate may be legal in the state of application. This does not preclude gifts of nominal value, if permitted by law.
4. **Compensation:** You will be paid commissions, bonuses and other incentives (Compensation) according to the terms of this Contract.
  - 4.1. GPM Life will pay you for a) all services rendered by You as a selling Agent, and b) for all services rendered by Agents (if any) contracted by You, and c) for all supervisory services (if any) rendered by You, commissions and fees as provided in the “Commission Rates Sheet” portion, on policies effective on and after the effective date of such rates during such rates' existence, resulting from applications written by and received from You and bearing Your name, or the name of the Agent (if any) contracted by You, as the selling Agent. Such commissions and fees will be a percentage of premiums received at GPM Life's Home Office. The policies, percentages of premiums, and kinds of commissions and fees are found in the “Commission Rates Sheet.” First Year Commissions shall be a percentage of first year premiums. Renewal Commissions and Service Fees shall be a percentage of renewal premiums.

- 4.2. Supervisory Commissions, on business written by Agents assigned to You, if any, will be the difference between Your First Year Commission rate, Renewal Commission rate, and Service Fee rate, and the corresponding rates of the Agent with the First Year Commission rate nearest Yours, below You in the line of supervision of the selling Agent.
- 4.3. GPM Life may unilaterally change or discontinue the products it makes available for sale, and the Commission Rates on any product, after giving notice of change. However any change shall not affect any policy placed in force where the application was signed prior to the effective date of the change.
- 4.4. Commissions or any other form of Compensation will not be paid on any of the following:
- 4.4.1. Premiums paid for occupational hazards, including aviation;
  - 4.4.2. Premium paid for temporary rating for a physical impairment;
  - 4.4.3. Premium waived by reason of death or disability;
  - 4.4.4. Any premium or payment received by GPM Life for any deposit purpose (Premium Deposit Fund);
  - 4.4.5. Premium paid by Automatic Premium Loan (APL);
  - 4.4.6. Premiums paid by borrowing from the policy's loan value;
  - 4.4.7. Premiums paid from the surrender value of another GPM Life policy.
- 4.5. GPM Life may, at its discretion, provide bonuses or other incentives based on production or business quality, and may initiate or discontinue such bonuses or incentives at any time.
- 4.5.1. Net Production Amount means, for any time period, the Production Amount for policies placed in force during the period, less the Production Amount for those not taken.
  - 4.5.2. Business Quality means GPM Life's minimum standards for the quality of business submitted to it. This may be measured by persistency ratios, placement ratios, decline ratios, or any measurement that GPM Life may set or determine.
  - 4.5.3. The amount of time of payment of commissions and other compensation, and credit of production, on replacements, changes, reinstatements, conversions, exchanges, premiums paid in advance, purchase options, and other special cases, including any joint solicitation cases shall be governed by GPM Life practices as set out in its policy and procedures manual or otherwise.
5. **Account Balance:** Your Account Balance is the sum of all amounts You owe to GPM Life, including but not limited to advances of commission to You, advances of commissions to Your sub-agents which You agree to repay but have not repaid, charges for supplies, and charges against which there is no current Compensation to offset. Upon contract termination, Your Advance Balance, if any, will be added to Your Account Balance.
6. **Indebtedness:** You may become indebted to GPM Life. Indebtedness includes, but is not limited to, a premium reversal resulting in a commission reversal; overpayment of any form of Compensation; a Chargeback, as defined in the Commission Rates Sheet; miscellaneous charges You authorize or purchase; and, a Chargeback of unearned Advance commissions, if any. Additionally, You are responsible for the Indebtedness of any agent assigned to You. All Indebtedness will be included in either Your Account Balance or Advance Balance.
- 6.1. You agree to guarantee to repay all Indebtedness, defined above.
  - 6.2. Any Compensation due under this contract may be applied to reduce any Indebtedness You may owe to GPM Life.
  - 6.3. GPM Life shall have a first and prior lien upon, and a right to set off any of Your existing or future Indebtedness against any Compensation owed to You. You assign to GPM Life all of Your existing or future Compensation that becomes payable at any time. All such Indebtedness shall be due immediately upon Contract termination. This lien, right to set off, and assignment is binding on Your executors, administrators and assigns.
  - 6.4. GPM Life may use set off or any other available remedies to collect Indebtedness due to it.
  - 6.5. You agree to reimburse and/or indemnify GPM Life for any loss, including collection agency fees, attorney's fees, court costs and other costs that GPM Life may incur in recovering any Indebtedness guaranteed herein.
7. **Assignment:** You may not assign this Contract or any Compensation accruing under it, except with the prior written consent of GPM Life.
8. **Termination:** This Contract may be terminated as set out below. All applications that may be pending on the date of notice of Contract termination will be "closed" for reasons unrelated to insurability. Termination pursuant to any part of this section 8 can be later modified to termination pursuant to another part of section 8 if warranted.
- 8.1 Termination may be without cause,
    - 8.1.1 At any time by You or by GPM Life with a 30 day written notice to the last known address of the other; or
    - 8.1.2 Immediately upon Your death, total disability or retirement; or

- 8.1.3 Immediately if the partnership in which you are a partner is dissolved due to the death of any partner or for any other reason; or
- 8.1.4 Immediately, if You are a corporation, upon Your sale, bankruptcy, insolvency or dissolution; or
- 8.1.5 Immediately if You fail to follow any rules or procedures set forth by GPM Life, or
- 8.1.6 Immediately, if You fail to maintain the necessary license(s); or
- 8.1.7 Immediately, if You fail to maintain Business Quality that meets GPM Life's minimum standards. This may be measured as set out in section 4.5.2.

8.2 Immediately For cause, whether under contract or not, if You:

- 8.2.1 Commit a fraudulent, illegal or dishonest act, including but not limited to:
  - 8.2.1.1 Misrepresentation as to the terms or provisions of a policy of insurance, or a material fact about GPM Life; or
  - 8.2.1.2 Alteration, falsification or withholding of information, whether written or oral, about an applicant or prospective insured;
  - 8.2.1.3 Alteration of any application or material in any application; or,
  - 8.2.1.4 Withholding of any required or material underwriting information.; or
  - 8.2.1.5 Failure to remit funds due to GPM Life; or
  - 8.2.1.6 Violation of a material term of this Contract; or
- 8.2.2 Violation of any insurance law, regulation, or rules of any jurisdiction in which You transact business; or
- 8.2.3 Inducing any policyholder of GPM Life to discontinue paying premiums or to terminate any of its policies, without GPM Life's consent; or
- 8.2.4 Trying to persuade any agent of GPM Life to leave its service.

**9. Compensation and Payments after Termination:**

9.1 Termination of this Contract pursuant to subsection 8.1 (without cause):

- 9.1.1 Earned commissions will continue in accordance with the Vesting portion of the Commission Rates Sheet applicable to the inforce policy.
- 9.1.2 Any bonus or incentive, as defined in subsection 4.5 will stop upon termination of this Contract.
- 9.1.3 The Annualization Agreement, if any, will terminate immediately and no further advance of commission payments will be made.
- 9.1.4 If Your Account Balance, as defined in section 5, is negative, it is immediately due and payable.
- 9.1.5 If any Compensation becomes due to You, GPM Life will pay You quarterly, or such other pay frequency as GPM Life decides.
- 9.1.6 If this contract is terminated by Your death, any Compensation due to You will be payable to Your estate, unless You hereby name a beneficiary, as if this Contract had remained in effect.

Full Name of Beneficiary	Relationship	Social Security Number
--------------------------	--------------	------------------------

9.2 Termination of this Contract pursuant to subsection 8.2 (for cause):

- 9.2.1 All right, title and interest in any Compensation under this Contract will be forfeited.
- 9.2.2 GPM Life may bring an action for any damages incurred to GPM Life's property, reputation, brand and goodwill. GPM Life may also seek an injunction or other equitable remedies.
- 9.2.3 If an action is instituted to enforce any of the provisions of this Contract, GPM Life shall be entitled to recover its reasonable attorney's fees and costs if it prevails.
- 9.2.4 Termination pursuant to subsection 8.2 will result in a formal report to the Insurance Departments of states where You are appointed.

**10. Miscellaneous Provisions**

- 10.1 **Waiver and Construction:** This Contract shall constitute the entire contract between the parties, and it shall replace all former Contracts, except for the payment of Compensation due on policies written prior to the effective date of this Contract, pursuant to subsection 4.3.
  - 10.1.1 Failure of GPM Life to insist upon strict compliance with any of the conditions of this Contract, or of the rules and procedures of GPM Life is not a waiver of any of the conditions, rules or procedures.
  - 10.1.2 If any portion of this Contract shall be held to be unenforceable, the balance shall be carried into effect.
- 10.2 **Modification:** GPM Life reserves the right to unilaterally change any of the terms of this Contract to conform to any laws

applicable to it, and to modify its plan of Compensation as set forth in subsection 4.3. Otherwise, this Contract may not be modified except by agreement in writing, executed by You and a duly authorized officer acting on behalf of GPM Life.

10.3 **Copies and Electronic Retention of this Contract:** You agree that GPM Life may retain this Contract solely as an imaged or electronic version and may destroy any original signed version of this Contract, provided the imaged or electronic version accurately represents the parties' signatures. You and GPM Life agree that a facsimile or other electronic reproduction of this Contract shall be as valid as the original.

10.4 **License Fee:** It is agreed that:

10.4.1 GPM Life will pay all fees and licenses imposed by any state on GPM Life as a prerequisite to its doing business in that state;

10.4.2 You will pay all licensing fees, taxes or charges assessed against You because of Your being an Agent.

## 11. Certifications

11.1 **Insurance Fraud Prevention Act:** *By my signature below, I acknowledge that I have received and reviewed the Insurance Fraud Prevention Act (18 USCA 1033, 1034). I certify that I have not been convicted of any criminal felony involving dishonesty or a breach of trust, or any offense under 18 USCA 1033; I have not impeded or tried to impede an insurance matter pending before an insurance regulatory official. If after certifying herein, I am charged with, or convicted of any of the mentioned offenses, I will report the same to GPM Life. I understand that falsely signing this statement may be an offense under the Act, and may subject me to a charge of perjury.*

11.2 **Privacy Act Notice:** *By my signature below, I acknowledge I have received a copy of GPM Life's Privacy Notice. I acknowledge and agree I am acting as a third party service provider to GPM Life, as contemplated under §503 of the Gramm-Leach-Bliley Privacy Act and am therefore bound by the stated policy of GPM Life regarding the release of nonpublic personal information derived by, or for, GPM Life in my normal course and conduct of business.*

## 12. Existing GPM Life Agent:

12.1 It is agreed that Your continuous service as an Agent with GPM Life began: \_\_\_\_/\_\_\_\_/\_\_\_\_.

12.2 This Contract replaces all prior Contracts executed between You and GPM Life Insurance Company.

### AGENT

By my signature below, I agree to the terms of this Agent Contract and all Certifications. I pledge to serve all prospects, clients, and GPM Life policyholders ethically, placing their best interest above mine.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### GOVERNMENT PERSONNEL MUTUAL LIFE INSURANCE COMPANY

\_\_\_\_\_  
By

\_\_\_\_\_  
Gary P. Shelstad  
Name

\_\_\_\_\_  
Vice President, Director of Marketing  
Title

\_\_\_\_\_  
Contract Effective Date



# Corporation Amendment

This replaces the "Corporation Amendment" on any contract in effect prior to April 1, 2014.

\_\_\_\_\_  
Corporate Name

\_\_\_\_\_  
Effective Date

It is agreed that:

## 1. PARTIES

This is a part of, and subject to, the Contract of \_\_\_\_\_, 20\_\_\_\_, between You and GPM Life. This agreement terminates in any event upon termination of the contract.

Wherever in the contract "You" or "Your" is referred to, it shall mean the Corporation above.

All provisions of the contract shall be subject to the following, which shall control in the event of any conflict.

## 2. AGENTS AND EMPLOYEES

All of the duties and obligations of Your agents shall be carried out by qualified, individual life agents under contract to GPM Life, or You and GPM Life holding, at the time of the performance of any such duty or obligation, a currently valid life insurance agent's license from the state in which such duty or obligation is performed.

You will furnish GPM Life with complete information on all such persons at the time you recommend them. If acceptable to GPM Life, such persons will be contracted by GPM Life. All applications for insurance or annuities written by Your agency shall be signed by the agent writing the application. You shall be responsible for the acts of your employees and agents and you agree to hold GPM Life harmless from any claim arising out of any acts or omissions of your employees or agents, or from any unauthorized expense incurred by such. Any contracts or agreements made by You with such agents shall be drawn to carry out the purposes of this contract.

## 3. COMPLIANCE WITH CORPORATION STATUTE

You warrant that all of your agents have complied with the laws of any state where they will solicit applications on behalf of GPM Life.

## 4. ACCOUNTING

GPM Life will not be responsible for any accounting between you and any of your agents.

## 5. REPRESENTATIVES

You acknowledge that the tax and other consequences of operating a corporate agency are your responsibilities alone, that adequate professional advice has been obtained by you, and that GPM Life has made no representations as to the benefits to be obtained from operating a corporate agency.

## 6. PROOF OF INCORPORATION

You agree to furnish, within 10 days of the date of this contract, proof of your incorporation in the form of a copy of your charter, and/or such other reasonable proof as GPM Life may require.

## 7. CORPORATE RESOLUTION

You agree to furnish, within 10 days of the date of this contract, a copy, certified by the Secretary of the Corporation, of a resolution of the Board of Directors of the Corporation, ratifying the execution of this contract and ratifying the guaranty of indebtedness specified in paragraph 6.1 of the primary contract.

## 8. PROMOTE INTEREST

You shall promote the interest of GPM Life as contemplated by this contract and shall conduct yourself so as not to adversely affect the business, goodwill or reputation of GPM Life.

## 9. REPORTS, LICENSES AND TAXES

(a) You agree to advise GPM Life of any change of address of your regular place of business and to furnish GPM Life with all information concerning business that you have written for it.

(b) You shall prepare and file all reports and returns required by any municipal, state or federal statute or regulation, and shall pay, or withhold and pay, all Withholding, Social Security, payroll, unemployment and other taxes, including franchise and income taxes, levied against you. (This provision shall not be construed as requiring you to pay premium

taxes or any other taxes levied against GPM Life). You are to secure and maintain such other municipal and state licenses necessary to conduct business. See also paragraph 13 of the Contract.

#### 10. PERSONAL GUARANTY

\_\_\_\_\_, a stock holder of the corporation, hereby personally guarantees performance of this contract, and it is agreed that GPM Life looks to him personally, as well as in his capacity as such stockholder, to see that all terms and conditions of this contract are fulfilled.

#### EXECUTED IN DUPLICATE ORIGINALS

##### CORPORATE AGENCY

\_\_\_\_\_  
Corporate Name

By: \_\_\_\_\_  
Signature of Corporate Officer

\_\_\_\_\_  
Title and Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Personal Guarantor

##### GOVERNMENT PERSONNEL MUTUAL LIFE INSURANCE COMPANY

\_\_\_\_\_  
By

\_\_\_\_\_  
Gary P. Shelstad  
Name

\_\_\_\_\_  
Vice President, Director of Marketing  
Title

\_\_\_\_\_  
Date

**Government Personnel Mutual Life Insurance Company**  
2211 NE Loop 410, San Antonio, TX 78217

**PREFERRED AGENT BONUS**

This "Preferred Agent Bonus" (Bonus) applies to policies effective on and after January 1, 2013. This Bonus replaces any "Preferred Agent Production Bonus" previously in effect, except as to policies written while any previous Preferred Agent Production Bonus was in effect.

\_\_\_\_\_  
Agent/Agency/Corporation (You)

\_\_\_\_\_  
Effective Date

It is agreed that:

**1. PARTIES**

The Bonus is a part of, and subject to, the Contract between You and Government Personnel Mutual Life Insurance Company (GPM Life). This Bonus will terminate upon termination of the Contract. It may be terminated by either party, independently of the Contract, immediately by written notice.

**2. DEFINITIONS**

- a) "Net Production Amount" means Production Amount settled, less Production Amount lost due to non-taken policies, for the calendar year prior to the calculation of the Bonus.
- b) "Production Amount" is calculated according to the explanation contained in your GPM Life contract.
- c) "Persistency Ratio" and "Placement Ratio" calculations are made in accordance with the current published company guidelines.

**3. PRODUCTION CRITERIA**

To qualify for a Bonus, you must i) meet all of the production criteria in at least one of the Award Levels in 3.a) through 3.c) below, and ii) be under contract with GPM Life at the time the Bonus is paid, and iii) if being advanced commissions, have an Account Balance and Advance Balance in good standing. The Award Levels and production criteria are:

- a) Platinum Award Level production criteria:

Minimum Production Requirement -	30,000	Net Production Amount
Minimum 13-month Persistency Ratio -	85%	
Minimum Placement Ratio -	80%	
- b) Gold Award Level production criteria:

Minimum Production Requirement -	30,000	Net Production Amount
Minimum 13-month Persistency Ratio -	80%	
Minimum Placement Ratio -	75%	
- c) Silver Award Level production criteria:

Minimum Production Requirement -	30,000	Net Production Amount
Minimum 13-month Persistency Ratio -	75%	
Minimum Placement Ratio -	75%	

**4. BONUS COMPUTATION**

Only one bonus will be paid per calendar year, from the highest Award Level you have personally achieved. This Bonus will be calculated yearly and paid in January. Your Net Production Amount for the calendar year must exceed 30,000 to be eligible for any Preferred Agent Bonus. If your Net Production Amount exceeds 30,000, the following will describe how to calculate the Preferred Agent Bonus, if any.

- A) Use the 13-month Persistency Ratio and the Placement Ratio you achieved for the calendar year ending on December 31 to determine your Award Level. The Award Level requirements are shown in section 3, subsections a) through c).
- B) Using your Net Production Amount as provided by GPM Life on your calendar year-end Production Report, find the highest Net Production Amount Level in the first column of the BONUS Payout Chart below that your actual Net Production amount met or exceeded.
- C) Your Bonus amount is the dollar amount shown in the Award Level column from the determination in A) and the Net Production Amount Level row from the determination in B).

#### BONUS Payout Chart

Net Production Amount Level	Platinum Award Level	Gold Award Level	Silver Award Level
30,000	\$1,000	\$750	\$650
50,000	\$1,750	\$1,250	\$1,100
75,000	\$3,250	\$2,500	\$2,200
100,000	\$5,250	\$4,250	\$3,750
150,000	\$8,000	\$6,250	\$5,500
200,000	\$12,500	\$10,000	\$8,750
250,000	\$17,000	\$12,500	\$10,750
300,000	\$24,000 + 8% of each Net Production Amount unit over 300,000, converted to dollars	\$17,500 + 5% of each Net Production Amount unit over 300,000, converted to dollars	\$15,250 + 4% of each Net Production Amount unit over 300,000, converted to dollars

AGENT

\_\_\_\_\_  
Print Name/Agent Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

GOVERNMENT PERSONNEL MUTUAL  
LIFE INSURANCE COMPANY

\_\_\_\_\_  
Printed Name of Authorized Officer

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# GPM LIFE ANNUALIZATION PLAN AGREEMENT

Agent: \_\_\_\_\_

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

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

## PURPOSE:

1. To describe how Government Personnel Mutual Life Insurance Company (GPM Life) annualizes commissions and advances a portion of annualized commissions to you.
2. To provide you with the possibility of earning a reasonable income in the beginning of your career with GPM Life.
3. The rules which follow are not intended to create a contract. Instead, they will be used as guidelines to cover most situations. These rules can be waived or changed by GPM Life, at its sole discretion.

Your Advance Rate is: \_\_\_\_\_ %

When and how much GPM Life will advance:

a) on applications issued (approved) but premiums not paid \_\_\_\_\_ % of the advance

b) on policies settled (credited) \_\_\_\_\_ % of the advance

TOTAL \_\_\_\_\_ %

## REPAYING ADVANCES:

You will pay back advances at a rate to be agreed with GPM Life.

## DEFINITIONS:

**ACCOUNT BALANCE:** The sum of all amounts you owe to GPM Life, including but not limited to advances of commissions to you, advances of commissions to your sub-agents which you agree to repay but have not repaid, charges for supplies, and charges against which there is no current compensation to offset.

**ADVANCE:** Commissions advanced (loaned) to you on your personal business and the business produced by agents under your supervision. Because commissions are advanced before being earned, repayment is required.

**ADVANCE RATE:** The percentage of annualized commissions which will be advanced.

**ANNUALIZED COMMISSIONS:** The mode premium times a fraction, the numerator of which is 12 and the denominator of which is the number of months paid by the mode premium, times the commission rate. The commissions to be annualized are only a) first year selling agent commissions and b) first year supervisory commissions, due or to become due you. A portion is advanced before actually earned. When earned, they shall be applied to reduce your indebtedness to GPM Life (your Account Balance). Commissions and other compensation are not earned until premiums generating them are paid.

**APPLICATION ISSUED (APPROVED):** An application is issued as of the time the underwriters have received all necessary items for the prospect file and a policy is mailed to the agent for delivery. The policy will be Settled when the first full mode premium is received in the Home Office.

**COMPENSATION:** Compensation is paid for new premium income to GPM Life. It includes commissions and other forms of compensation. It is not paid for redirecting existing premium, dividends, excess interest accumulations, or cash values.

**EARNED COMMISSIONS:** The earned commission is the commission rate set out in your GPM Life contract for the policy you have sold, times the premiums actually paid on such policy. These commissions are sometimes referred to "as paid" and/or "as earned" meaning when premiums are paid such commissions are earned.

**POLICY SETTLED (CREDITED):** A policy is considered settled (after the application is issued) as of the time the first full mode premium has been received in the Home Office. A settled policy is one for which the responsible agent(s) receive(s) both production and earned compensation credit.

"Policy Settled" and "Application Issued" are terms used for computer systems and accounting purposes only, and do not mean that GPM Life's liability to pay proceeds on the policy or the conditional receipt has been determined. Health, application accuracy, premium payment and other factors affect such liability.

**TIME OF PAYING ADVANCES:** Agent advances, if any, shall be paid weekly or more frequently at the company's option.

**ONE CASE LIMIT:** The commission advance in any one case written is limited to \$3,000. Annual mode and single premium cases will be paid as earned.

Although commission advances are limited as stated above, the full earned commission is posted to the agent's account as premiums are paid.

**MONTHLY LIMIT:** Monthly advance will not exceed \$5,000.

**CASES NOT ELIGIBLE FOR COMMISSION ADVANCES:**

1. Cases where dividends, policy loans or surrender values from GPM Life policies are used to pay premiums.
2. Exchanges or replacements of one GPM Life policy for another, except where term is converted to permanent.
3. Business on your own life, members of your family, or on the life of any other GPM Life agent or such agent's family members. Family members include legal dependents, your children, parents, siblings, and relatives such as aunts, uncles, cousins, second cousins, etc., or where you or another GPM Life agent will be making the premium payments. These cases will result in credit of commissions, as earned, to your commission account.
4. Regular monthly, quarterly and semiannual payment cases that are not business cases.
5. Any applications received for which money is required and for which advances are expected must be accompanied by money in the form of the prospective Insured's or prospective owner's check. **PREMIUMS PAID BY MONEY ORDERS, CASHIERS CHECKS, AGENT'S OR AGENCY CHECKS ARE NOT ELIGIBLE FOR PAYMENT OF ADVANCES.**
6. Commission advances may be limited, qualified, or denied, on some other cases.

**ADMINISTRATIVE POLICIES:**

1. In the event a policy lapses, is declined or becomes nontaken, the unearned portion of the advance paid will be repaid.
2. All GPM Life compensation can be applied to your account balance as stated on Page 1.
3. The amount of your cash advances plus other charges (your account balance) constitutes an indebtedness to GPM Life, recoverable as provided herein, and in the Annualization Repayment Agreement which is a supplement to your GPM Life Contract.
4. If you elect to terminate your participation in this plan, while under contract to GPM Life, you will receive earned commissions on new policies issued, and the balance of earned commissions on each policy in force as the Advance balance on each policy is liquidated.
5. Charges for direct mail supplies, agent supplies, or other miscellaneous charges will be deducted from your total earnings as they occur.

**CHARGEBACKS:**

A chargeback is an addition to your account balance, and a corresponding deduction from your future compensation of an amount that 1) you have not paid to GPM Life for goods you received, or 2) has been previously paid to you but was not earned (because of lapse, surrender, non-taken, etc.) and thus must be repaid to GPM Life.

If 100% of the chargeback is a significant portion of your weekly advance, special arrangements can be made through the Marketing Division to repay the chargeback over a period of time not to exceed four pay periods.

**TERMINATION, MODIFICATION OR SUSPENSION OF ADVANCES:**

GPM Life reserves the right to change, suspend or terminate this plan without notice.

Termination of your GPM Life Contract will terminate this plan.

No check will be mailed to you after the termination of your GPM Life contract unless your entire account balance has been completely repaid. All GPM Life compensation will be applied to your account balance until it has been fully liquidated.

This GPM Life Annualization Plan Description replaces all previous such descriptions.

**ANNUALIZATION REPAYMENT AGREEMENT  
FOR AGENTS(CIES) WITH RECRUITING AUTHORITY**

**GOVERNMENT PERSONNEL MUTUAL LIFE INSURANCE COMPANY (GPM Life)  
P.O. Box 659567, San Antonio, Texas 78265-9567**

Attached is a copy of the GPM Life Annualization Plan Description, incorporated herein by reference. Please study it and become thoroughly familiar with the requirements therein. If you have any questions concerning any of them, please let us know immediately. This form is being sent to you in duplicate. Please sign both copies in the designated space, mail one to us and retain the other for your file.

☐ **Individual or Partner or Unincorporated Agency**

In the event my contract with GPM Life is terminated for any reason, I promise to pay GPM Life, in the city of San Antonio, Bexar County Texas, the entire amount of my Account Balance, without offset for future commissions or other Compensation. My Account Balance will be computed and will become due at the time notice of contract termination is given. I also promise to pay court costs and a reasonable attorney's fee for collection. My Account Balance means the sum of all amounts I owe to GPM Life, including but not limited to (a) Advances (loans) of compensation to me, (b) Advances (loans) of Compensation to others that I have agreed to repay, and (c) costs of collecting the Advances mentioned herein. After my Account Balance has been paid off, future commissions and other Compensation will be paid, as they are earned, first to pay off all or a part of my Account Balance, then to me, if any remains.

☐ **Corporation or a Limited Liability Company or a Limited Liability Partnership (Company)**

In the event the Company's contract with GPM Life is terminated for any reason, the undersigned promises to pay GPM Life, in the city of San Antonio, Bexar County Texas, the entire amount of the Company's Account Balance, without offset for future commissions or other Compensation. Such Account Balance will be computed and will become due at the time notice of contract termination is given. The Company promises to pay court costs and a reasonable attorney's fee for collection. Account Balance means the sum of all amounts the Company owes to GPM Life, including but not limited to (a) Advances (loans) of Compensation to the Company, (b) Advances (loans) of Compensation to others that the Company has agreed to repay, and (c) costs of collecting the Advances mentioned herein. After the Company's Account Balance has been paid off, future commissions and other Compensation will be paid, as they are earned, first to pay off all or a part of such Account Balance, then to the Company, if any remains.

I understand that one or more agents will be assigned to the undersigned for supervision and training. Production credit will be earned for their sales in accordance with provisions of the contract with GPM Life. By signing this Agreement, liability is assumed for the Account Balances of such agents. Liability is limited to the portions of such agents' Account Balances which are generated during the time such agent(s) were assigned to the undersigned. It is my duty to inquire about the terms of their Annualization (advance) Agreements with GPM Life, and to recommend changes to those agreements.

GPM Life will attempt to collect unpaid Advances of Compensation, made to such agent(s). GPM Life will send such agent(s) a written demand by it, or by an attorney or collection agency, for payment. After failure of such agent(s) to pay, GPM Life will notify the undersigned in writing when the unpaid amount will be charged to the undersigned.

I acknowledge receiving a copy of the GPM Life Annualization Plan Description and state that I have read and understand the same, and the undersigned will be bound by its rules and by this Annualization Repayment Agreement.

**Individual or Partner or Unincorporated Agency:**

My signature constitutes a) request for advancement of commissions to me and to agents assigned to me, and b) a promise to pay their Account Balances.

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Corporation or a Limited Liability Company or a Limited Liability Partnership (Company):**

My signature constitutes a) request for advancement of commissions to the Company and to agents assigned to the Company, and b) a promise to pay their Account Balances.

\_\_\_\_\_  
Printed Name of Company

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature of Authorized Officer

# 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"/> 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.

**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.

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

## 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.



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

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**GOVERNMENT PERSONNEL MUTUAL LIFE INSURANCE COMPANY  
INTER-OFFICE MEMORANDUM**

**To:** GPM Life Agents

**From:** C. Alan Ferguson

**Subject:** Insurance Fraud Prevention Act

Ladies and Gentlemen:

This document is included pursuant to the Insurance Fraud Prevention Act (18 USCA 1033, 1034). Please review the following pages. You will acknowledge receiving and reviewing this document, by your signature on the Agent Contract.

The Act, generally, prohibits GPM Life, its Directors, Officers, Employees and Agents from:

1. Making false financial statements and false entries in any GPM Life book or report, and from overvaluing any of its property;
2. Unlawfully taking any of GPM Life's property;
3. Impeding or trying to impede an insurance matter pending before an insurance regulatory official;
4. Working for or with GPM Life if one has been convicted of any felony involving breach of trust, or any violation of the act. Too, the Act prohibits GPM Life from allowing such person to work for or with it.

The Act also sets very stiff penalties for violations. A copy of the Act is attached.

Thank you for your understanding and cooperation.

C. Alan Ferguson  
Sr. Vice President, General Counsel and Secretary

**UNITED STATES CODE ANNOTATED**  
**TITLE 18. CRIMES AND CRIMINAL PROCEDURE**  
**PART I-CRIMES**  
**CHAPTER 47-FRAUD AND FALSE STATEMENTS**

Copr. ©West 1998. No Claim to Orig. U.S. Govt. Works

Current through P.L. 105-165, approved 3-20-98

§ 1033. Crimes by or affecting persons engaged in the business of insurance whose activities affect interstate commerce

**(a)(1)** Whoever is engaged in the business of insurance whose activities affect interstate commerce and knowingly, with the intent to deceive, makes any false material statement or report or willfully and materially overvalues any land, property or security--

**(A)** in connection with any financial reports or documents presented to any insurance regulatory official or agency or an agent or examiner appointed by such official or agency to examine the affairs of such person, and

**(B)** for the purpose of influencing the actions of such official or agency or such an appointed agent or examiner,

shall be punished as provided in paragraph (2).

**(2)** The punishment for an offense under paragraph (1) is a fine as established under this title or imprisonment for not more than 10 years, or both, except that the term of imprisonment shall be not more than 15 years if the statement or report or overvaluing of land, property, or security jeopardized the safety and soundness of an insurer and was a significant cause of such insurer being placed in conservation, rehabilitation, or liquidation by an appropriate court.

**(b)(1)** Whoever--

**(A)** acting as, or being an officer, director, agent, or employee of, any person engaged in the business of insurance whose activities affect interstate commerce, or

**(B)** is engaged in the business of insurance whose activities affect interstate commerce or is involved (other than as an insured or beneficiary under a policy of insurance) in a transaction relating to the conduct of affairs of such a business, willfully embezzles, abstracts, purloins, or misappropriates any of the moneys, funds, premiums, credits, or other property of such person so engaged shall be punished as provided in paragraph (2).

**(2)** The punishment for an offense under paragraph (1) is a fine as provided under this title or imprisonment for not more than 10 years, or both, except that if such embezzlement, abstraction, purloining, or misappropriation described in paragraph (1) jeopardized the safety and soundness of an insurer and was a significant cause of such insurer being placed in conservation, rehabilitation, or liquidation by an appropriate court, such imprisonment shall be not more than 15 years. If the amount or value so embezzled, abstracted, purloined, or misappropriated does not exceed \$5,000, whoever violates paragraph (1) shall be fined as provided in this title or imprisoned not more than one year, or both.

**(c)(1)** Whoever is engaged in the business of insurance and whose activities affect interstate commerce or is involved (other than as an insured or beneficiary under a policy of insurance) in a transaction relating to the conduct of affairs of such a business, knowingly makes any false entry of material fact in any book, report, or statement of such person engaged in the business of insurance with intent to deceive any person, including any officer, employee, or agent of such person engaged in the business of insurance, any insurance regulatory official or agency, or any agent or examiner appointed by such official or agency to examine the affairs of such person, about the financial condition or solvency of such business shall be punished as provided in paragraph (2).

(2) The punishment for an offense under paragraph (1) is a fine as provided under this title or imprisonment for not more than 10 years, or both, except that if the false entry in any book, report, or statement of such person jeopardized the safety and soundness of an insurer and was a significant cause of such insurer being placed in conservation, rehabilitation, or liquidation by an appropriate court, such imprisonment shall be not more than 15 years.

(d) Whoever, by threats or force or by any threatening letter or communication, corruptly influences, obstructs, or impedes or endeavors corruptly to influence, obstruct, or impede the due and proper administration of the law under which any proceeding involving the business of insurance whose activities affect interstate commerce is pending before any insurance regulatory official or agency or any agent or examiner appointed by such official or agency to examine the affairs of a person engaged in the business of insurance whose activities affect interstate commerce, shall be fined as provided in this title or imprisoned not more than 10 years, or both.

(e)(l)(A) Any individual who has been convicted of any criminal felony involving dishonesty or a breach of trust, or who has been convicted of an offense under this section, and who willfully engages in the business of insurance whose activities affect interstate commerce or participates in such business, shall be fined as provided in this title or imprisoned not more than 5 years, or both.

(B) Any individual who is engaged in the business of insurance whose activities affect interstate commerce and who willfully permits the participation described in subparagraph (A) shall be fined as provided in this title or imprisoned not more than 5 years, or both.

(2) A person described in paragraph (l)(A) may engage in the business of insurance or participate in such business if such person has the written consent of any insurance regulatory official authorized to regulate the insurer, which consent specifically refers to this subsection.

(f) As used in this section--

(1) the term “business of insurance” means--

(A) the writing of insurance, or

(B) the reinsuring of risks,

by an insurer, including all acts necessary or incidental to such writing or reinsuring and the activities of persons who act as, or are, officers, directors, agents, or employees of insurers or who are other persons authorized to act on behalf of such persons;

(2) the term “insurer” means any entity the business activity of which is the writing of insurance or the reinsuring of risks, and includes any person who acts as, or is, an officer, director, agent, or employee of that business;

(3) the term “interstate commerce” means--

(A) commerce within the District of Columbia, or any territory or possession of the United States;

(B) all commerce between any point in the State, territory, possession, or the District of Columbia and any point outside thereof;

(C) all commerce between points within the same State through any place outside such State; or

(D) all other commerce over which the United States has jurisdiction; and

(4) the term “State” includes any State, the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

CREDIT(S)

1998 Electronic Update

(Added Pub.L. 103-322, Title XXXII, § 320603(a), Sept. 13, 1994, 108 Stat. 2115.)

<General Materials (GM)- References, Annotations, or Tables>

**HISTORICAL AND STATUTORY NOTES**


Legislative History

For legislative history and purpose of Pub.L. 103-322, see 1994 U.S. Code Cong. and Adm. News, p. 1801.

**CROSS REFERENCES**

“Subpoena for records” defined as in this section for purposes of obstruction of criminal investigations, see 18 USCA § 1510.

**LIBRARY REFERENCES**

Fraud  68.

C.J.S. Fraud § 154.

WESTLAW Topic No. 184.

18 U.S.C.A. § 1033

18USCA § 1033

END OF DOCUMENT

**UNITED STATES CODE ANNOTATED**  
**TITLE 18. CRIMES AND CRIMINAL PROCEDURE**  
**PART I--CRIMES**  
**CHAPTER 47-FRAUD AND FALSE STATEMENTS**

Copr. ©West 1998. No Claim to Orig. U.S. Govt. Works

Current through P.L. 105-165, approved 3-20-98

§ 1034. Civil penalties and injunctions for violations of section 1033

(a) The Attorney General may bring a civil action in the appropriate United States district court against any person who engages in conduct constituting an offense under section 1033 and, upon proof of such conduct by a preponderance of the evidence, such person shall be subject to a civil penalty of not more than \$50,000 for each violation or the amount of compensation which the person received or offered for the prohibited conduct, whichever amount is greater. If the offense has contributed to the decision of a court of appropriate jurisdiction to issue an order directing the conservation, rehabilitation, or liquidation of an insurer, such penalty shall be remitted to the appropriate regulatory official for the benefit of the policyholders, claimants, and creditors of such insurer. The imposition of a civil penalty under this subsection does not preclude any other criminal or civil statutory, common law, or administrative remedy, which is available by law to the United States or any other person.

(b) If the Attorney General has reason to believe that a person is engaged in conduct constituting an offense under section 1033, the Attorney General may petition an appropriate United States district court for an order prohibiting that person from engaging in such conduct. The court may issue an order prohibiting that person from engaging in such conduct if the court finds that the conduct constitutes such an offense. The filing of a petition under this section does not preclude any other remedy which is available by law to the United States or any other person.

CREDIT(S)

1998 Electronic Update

(Added Pub.L. 103-322, Title XXXII, § 320603(a), Sept. 13, 1994, 108 Stat. 2118.)

<General Materials (GM)- References, Annotations, or Tables>

**HISTORICAL AND STATUTORY NOTES**

Legislative History

For legislative history and purpose of Pub.L. 103-322, see 1994 U.S. Code Cong. and Adm. News, p. 1801.

18 U.S.C.A. § 1034

18 USCA § 1034

END OF DOCUMENT





## Government Personnel Mutual Life Insurance Company

2211 NE Loop 410, San Antonio, Texas 78217

P.O. Box 659567, San Antonio, Texas 78265-9567

www.gpmlife.com

### DIRECT DEPOSIT AUTHORIZATION FORM

This authorization gives GPM Life and your financial institution the authority to deposit your commission and/or advance check directly to your account. To take advantage of this service, all you need do is:

1. Mark the appropriate box specifying that your check will be deposited to either your checking account or savings account.
2. Complete the requested information about you, your financial institution, and your account.
3. Attach a voided check for verification of all financial institution information.

**NOTE: Be sure to sign the form!**

DIRECT DEPOSIT AUTHORIZATION - Please fill out and return to MARKETING

I authorize you and the financial institution listed below to automatically deposit my net commission/advance amounts to my:

☐ Checking Account (**Attach a voided check.**)

☐ Savings Account (**Call your bank to verify bank's routing number.**)

each pay period. Should an inappropriate deposit be made, the financial institution is authorized to make debit entries to my account and return to GPM Life the amount of any such overage. This authority is to remain in full force and effect until such GPM Life has received written notification from me of its termination in such manner as to afford GPM Life and financial institution a reasonable opportunity to act on it.

\_\_\_\_\_  
Your Name (please print)

\_\_\_\_\_  
Agent #

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

\_\_\_\_\_  
Branch & Telephone Number

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

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

\_\_\_\_\_  
Transit Routing Number

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

**I REQUEST: ☐ DAILY PAY**

**☐ WEEKLY PAY**

(Default is WEEKLY PAY if no choice is made.)

**Government Personnel Mutual Life Insurance Company** — 2211 NE Loop 410, San Antonio, Texas 78217

Phone: (210) 357-2222 (800) 938-4765 Marketing Fax: (210) 357-2225 www.gpmlife.com

---

## Anti-Money Laundering Training Certificate

---

Please complete and return to: **GPM Life Insurance Company**  
**Attn: Marketing Department**  
**PO Box 659567**  
**San Antonio, TX 78265**

Or Fax to (888) 305-4111.

**Check one or more of the following boxes:**

- ☐ I have received and studied GPM Life's Anti-Money Laundering (AML) Program.  
Briefly describe nature of the training: (Examples: seminar, video or paper media.)

Source: \_\_\_\_\_

Date of Training: \_\_\_\_\_

Was the training specifically insurance related? ☐ Yes ☐ No

- ☐ I have received AML training from another insurance company.

Briefly describe nature of the training: (Examples: seminar, video or paper media.)

Source: \_\_\_\_\_

Date of Training: \_\_\_\_\_

Was the training specifically insurance related? ☐ Yes ☐ No

- ☐ I have received AML training from another insurance related source.

Briefly describe nature of the training: (Examples: seminar, video or paper media.)

Source: \_\_\_\_\_

Date of Training: \_\_\_\_\_

Was the training specifically insurance related? ☐ Yes ☐ No

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

\_\_\_\_\_  
Print Name of Agent

# PRIVACY NOTICE

## NO RESPONSE REQUIRED

**GPM Life believes in protecting the privacy and security of “nonpublic personal information” (“information”) we collect about you.** (By “you,” we mean you, your family members and loved ones.) This notice describes GPM Life’s privacy policy and how we treat the information we receive about you.

**We collect and use information for business purposes.** These purposes include evaluating a request for our insurance or annuities. They also include evaluating benefit claims, administering our products and processing transactions that you request.

**We get most of the information from you.** The information that you give us when applying for our products gives us most of what we need. **If we need to check, or need more information, we may get it from others.** Others would be adult family members, employers, government agencies, affiliates, and insurers. Others would also include consumer reporting agencies, doctors, hospitals and medical personnel.

**Information may include** your name, address, birthdate and phone number. It may also include your email address and the types and numbers of the policies you hold. It may include your mother’s maiden name, Social Security number, credit history, driver’s license number and accident/violation history. It may include information about your finances, military service, employment history, avocations, criminal record, and other things. **We may also collect information such as your activity on our website, gpmlife.com.** To do that, we use “cookies.” A “cookie” is a short piece of data, not code. It is sent from our website to your computer. It confirms your browser’s ability to retain “cookies” and your identity. The “cookie” contains no sensitive information. It cannot do anything to your computer.

**We treat information as private.** Our employees are required to protect the privacy of your information. Employees may get information only when there is a good reason. Like to administer or offer our products. **We keep physical, electronic and procedural safeguards for your information.** These safeguards comply with all laws. Employees are required to comply with our policies.

**We do not sell information. We do not disclose information to affiliates or non-affiliates, except as the law permits. We protect your information disclosed to non-affiliates with an Agreement. We guard your health information. We disclose it only when legal or when you permit. We may disclose information when necessary for our business, or where required by law.** We do not make any other disclosures of information. Here are examples of where information may be disclosed.

- To allow others to provide services for us, like to evaluate requests for insurance or benefits.
- So others can perform administrative services for us.
- To process a transaction you request.
- For audit, accounting, actuarial, rating agency or research purposes.
- To law or other agencies to help us prevent fraud.
- To those that process data for us.
- To reinsurers, other insurers, your agent and consumer reporting agencies.
- To marketers to assist us in offering our products and services to you.
- To financial services with which we have a marketing agreement.

Upon your fair written request, and with a fee, **we will give you your information to review.** We will not give you information that relates to a claim or legal case. **If you tell us that your information is wrong, we will review it.** If we agree, we will correct it. If we do not agree, you may send a short statement of dispute. We will include it in any future disclosure of information.

**Your information will be protected even if your tie with GPM Life ends.** You do not need to call or do anything. A Federal law (GLB) set privacy rules. It requires GPM Life to give you this summary of our privacy policy. We do it when you become our customer, and once each year. You may have more rights under other laws. **For more information regarding our policy,** contact us at our website, [www.gpmlife.com](http://www.gpmlife.com). Or write to us at GPM Life, P O Box 659567, San Antonio, Texas, 78265-9567.

**If you have a policy that is covered by the HIPAA Privacy regulations,** you received a privacy notice that relates to the privacy of your medical information. To obtain an additional copy of the privacy notice related to your medical information you can log onto our company’s website at [www.gpmlife.com](http://www.gpmlife.com). Or you can contact us at GPM Life, Attn: Privacy Office, P.O. Box 2679, Omaha, NE 68103-2679

**We reserve the right to change our privacy policies.** If we do, we will give you the required notice.



# GPM LIFE

GPM LIFE Building  
2211 NE Loop 410, San Antonio, TX 78217  
PO Box 659567, San Antonio, Texas 78265  
(210) 357-2222 Fax (210) 357-2225  
1-800-938-4765 www.gpmlife.com

I \_\_\_ am \_\_\_ am NOT associated with:

\_\_\_ A Funeral Home

\_\_\_ A Cemetery

\_\_\_ A Pre-Need Company using life insurance to fund a “Goods and Services” contract

I understand that GPM Life is not in the “Pre-Need Market,” rather, is in the “Final Expense Market.”

I understand that companies in the “Pre-Need Market” must follow various regulations and use specific forms which GPM Life does not use.

The purpose of this notification is to indicate that I understand and agree that I am prohibited from, directly or indirectly, using GPM Life products to fund a “Pre-Need Goods and Services Contract” and that doing so subjects me to contract termination for cause.

\_\_\_\_\_  
Corporate Officer or Agent Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**GOVERNMENT PERSONNEL MUTUAL LIFE INSURANCE COMPANY**

**APPOINTMENT FEES**

<b>STATE</b>	<b>NONRESIDENT APPOINTMENTS</b>	
	<b>Agent</b>	<b>Agency</b>
AK	N/A	N/A
AL	\$30	\$30
AR	\$60 paid by GPM	\$60 paid by GPM
AZ	N/A	N/A
CA	\$29	\$29
CO	N/A	N/A
CT	\$20	\$20
DE	\$25	N/A
DC	\$25	\$25
FL	\$60+\$6 per county	N/A
GA	\$14.84	N/A
HI	No Fee	No Fee
IA	\$10	N/A
ID	No Fee	No Fee
IL	N/A	N/A
IN	N/A	N/A
KS	\$5	\$5
KY	\$50	\$120
LA	\$20	\$20
MA	\$75	\$150
MD	N/A	N/A
ME	\$70	\$70
MI	\$5	\$5
MN	\$30	N/A
MO	N/A	N/A
MS	\$25	N/A
MT	No Fee	No Fee
NC	\$10 Life / \$10 Health	N/A
ND	\$10	\$10
NE	\$8	N/A
NH	\$25	\$25
NM	\$20	N/A
NV	\$15	\$15
OH	\$15 Life / \$15 Health	\$15 Life / \$15 Health
OK	\$30	\$30
OR	N/A	N/A
PA	\$15	\$15
RI	N/A	N/A
SC	\$40 paid by GPM	N/A
SD	\$20	\$20
TN	\$15	N/A
TX	\$10	\$10
UT	No Fee	No Fee
VA	\$10	\$10
VT	\$60	N/A
WA	\$20	\$20
WI	\$40	N/A
WV	\$25	N/A
WY	\$15	\$15


# INTER-OFFICE MEMORANDUM

GOVERNMENT PERSONNEL MUTUAL LIFE INSURANCE COMPANY  
P.O. Box 659567, San Antonio, TX 78265-9567 - 2211 N.E. Loop 410, San Antonio, TX 78217  
www.gpmlife.com

To: FROM:

SUBJECT: Request for cards and stationery DATE:

☐ Order Business cards  
☐ Order Stationery  
☐ Order Envelopes

 <b>GPM LIFE</b>	(1) Telephone(s) (____) _____ (____) _____ _____
	_____ Name
(2) _____ Title	_____
Government Personnel Mutual Life Insurance Company	_____ Address
California Insurance License Number _____	_____ City, State & Zip Code

**Print Stationary & Envelopes as follows if different than above:**

Check and complete applicable boxes below:

(1) Check one or more:

<input type="checkbox"/> Print residence:	Telephone(s) (____) _____ (____) _____ _____
---	--

<input type="checkbox"/> Print office:	Telephone(s) (____) _____ (____) _____ _____
--	--

(2) Check one:

- ☐ Agent  
☐ Special Representative  
☐ Life Underwriter  
☐ General Agent (if contracted as a General Agent)

The same information should be printed on the stationery: ☐ Yes ☐ No

# SECURE-Mark Automatic Initial Supply Order Form

GPM LIFE P.O. Box 659567, San Antonio, TX 78265

Fax to the Marketing Department at (888) 305-4111

<b>Agent:</b>	<b>Date:</b>
<b>Address:</b>	<b>Agent #:</b>
	<b>What state(s) required in this order?</b>

Item Description:	Form Number	Quantity
SECURE-Mark Final Expense Apps.....	ICC13 SM513	10
Application includes one each of EFT / Bank Draft Card (02.21) and HIPAA form (01.23)		
Child Insurance Term Rider App.....	SM5CIRA or ICC13 SM5CIRA	10
EFT / Bank Draft Card (One is included with application).....	02.21 CP	10
EFT Supplement.....	02.15EFT	5
HIPAA Privacy Authorization (One is included with application) .....	01.23	10
Envelopes 13x10 Postage Paid / App's only .....	12.05	5
SECURE-Mark Producers Fast Facts .....	SMPFF	1
SECURE-Mark Rate Brochure .....(AGENT USE ONLY) .....	SM5-smBrch	5
SECURE-Mark Point of Sale Brochure - "Did You Know?" .....	31.70	10
SECURE-Mark Prospect Folder.....	31.71	10
GPM Life Aploader Flyer .....		1
Quotes On The Go .....	GPM.SMFE.QOTG	1
SECURE-Mark Producer's Guide .....	SM5PG	1
SECURE-Mark Monthly EFT Premium Rate Book.....	SM502	1
SECURE-Mark PowerPoint Presentation.....		1
Cash Receipt Authorization .....	M09.30	3
Supply Order Form .....	SMSOF	3
Presentation Worksheet .....	SM501	20
Memorial Planning Guide .....(Print Fee of 30¢ each).....	M31.13	1
Replacement Form for NAIC States .....	REPLMOD	10
For: AL, AK, AR, AZ, CO, CT, HI, IA, KS, KY, LA, MD, ME, MS, MT, NC, NE, NH, NM, OH, OR, RI, SC, SD, TX, UT, VA, VT, WI, WV                      *Replacement Not Allowed in KY or KS		
State Specific Replacement Form & Understanding of Policy Replacement: .....		
Application PHI Certificate.....	SM5APCERT	3
SECURE-Mark Legacy Application .....	(State Specific)	3
Certification of Life Insurance Policy Illustration.....	M51.24	3
SECURE-Mark Legacy Brochure .....	SM5-5103WL	2
SECURE-Mark Legacy Premium Tables .....	SMWL-PG	1
SECURE-Estate Builder Application.....	(State Specific)	3
SECURE-Estate Builder Brochure & explanation letter.....	63.20	2
SECURE-Estate Builder Quote Sheet .....	63.50	3
SECURE-Protector Application .....	(State Specific)	3
SECURE-Protector Brochure & explanation letter .....	63.40	2
Tri-Way Kit (W/ SECURE-Mark information added) .....	NPN	1