

SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every Consumer Reporting Agency (CRA). Most CRAs are credit bureaus that gather and sell information about you — such as where you work and live, if you pay your bills on time, and whether you've been sued, arrested, or filed for bankruptcy — to creditors, employers, landlords and other businesses. The FCRA gives you specific rights in dealing with CRAs, and requires CRAs and certain other individuals or entities to provide you with a summary of these rights as listed below. You can find the complete text of the FCRA, 15 U.S.C. 1081 at the Federal Trade Commission's website (<http://www.ftc.gov>).

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take adverse action against you — such as denying an application for credit, insurance, or employment — must give you the name, address, and phone number of the CRA that provided the report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if an individual or company has taken adverse action against you because of information supplied by the CRA, if you request the report within sixty (60) days of receiving the notice of the adverse action. You are also entitled to one free report every twelve (12) months upon request, if you certify that (1) you are unemployed and plan to seek employment within sixty (60) days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you a fee of up to eight dollars to provide you a copy of your report.
- **You can dispute inaccurate or incomplete information with the CRA.** If you tell a CRA that your file contains inaccurate or incomplete information, the CRA must reinvestigate the items (usually within thirty [30] days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs to which it has provided the information of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any changes. If the CRA's investigation does not remove the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within thirty (30) days after you dispute its accuracy or completeness. However, the CRA is not required to remove data from your file that is accurate unless it is outdated (as described below) or cannot be verified. If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell a person or entity such as a creditor who reports to a CRA — that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you have notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven (7) years old, or ten (10) years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to those who have a need recognized by the FCRA usually to consider an application you have submitted to a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not report to your employer, or prospective employer, about you without your written consent. A CRA may not divulge medical information about you without your consent.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll free number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** You may sue a CRA or other party in state or federal court for violations of the FCRA.
- **You may have additional rights.** You may have additional rights under state law and you may wish to contact local consumer protection agency or a state attorney general to learn of your potential rights.

G·T·L

Safe...
Quick...
Easy...
Convenient...
Reliable...

With GTL's Automatic Deposit Payment Plan, agents can now enjoy the convenience millions of people across the country have discovered.

Benefits include:

- ***Access to your money faster.***
The time involved with mailing a check is eliminated.
- ***A reduction in paper work.***
Once you are on the Plan, your deposits are automatically handled.

Make life easier!

Take advantage of GTL's Automatic Deposit Payment Plan today!

G·T·L

Guarantee Trust Life Insurance Company
1275 Milwaukee Avenue
Glenview, IL 60025
www.gtlic.com

Rev. 12/10

02T021

You have now completed the necessary GTL contracting paperwork. Please print and submit your paperwork via email, fax or mail. Please make sure to attach your most up to date license(s).

Email address: agency@gtlic.com

Fax #: (847) 699-0895

Mailing address: Guarantee Trust Life Insurance Company
ATTN: Marketing Dept.
1275 Milwaukee Avenue
Glenview, IL 60025

Upon review and approval of your individual and/or corporate request for appointment, you will receive a welcome letter indicating your agent and/or agency code(s). Retain the welcome letter along with the GTL General Agent Agreement. Contact the GTL Marketing Department at (800) 323-6907 with any questions.

The pages that follow represent the GTL Agent Agreement. Please read and retain for future reference.

Welcome to GTL!

GUARANTEE TRUST LIFE INSURANCE COMPANY
1275 MILWAUKEE AVENUE
GLENVIEW, IL 60025

GENERAL AGENT AGREEMENT

THIS AGREEMENT is entered into by and between **GUARANTEE TRUST LIFE INSURANCE COMPANY** (herein referred to as “we”, “our”, “us”, or “GTL”) and the corporation, partnership, or individual named below as **GENERAL AGENT** (herein referred to as “you”, “your”, “yours”, or “GA”), effective as of the Effective Date written below. In consideration of the mutual covenants in this Agreement, it is agreed that:

I PRIOR AGREEMENTS

- A.** This Agreement will supersede any prior agreement between us and you as to new business issued through you after the Effective Date.
- B.** If such prior agreement is in existence, it is hereby canceled, except that on any business already issued, any commission and service fees payable thereunder will, subject to all liens and assignments, continue to be paid in accordance with its terms and commission schedules.
- C.** Nothing herein shall be construed to effect or waive any prior claim, whether for money or otherwise, that we may have against you.

II AUTHORITY

A. Solicitation

- 1. You are authorized to solicit and procure, personally or through Representatives or Solicitors, provided required licenses and/or registrations are in force, applications for insurance issued by us, as may be provided in Schedules to this Agreement or by other written supplement to this Agreement. You are further authorized to deliver issued policies, to collect initial premiums, and to service the business. All checks or money orders received by you in payment of premium must be made payable to the order of GTL.
- 2. We may refuse to process any application or issue or amend any policy and/or certificate application. We will not be required to specify the cause for such action.

B. Representatives and Solicitors

We appoint you to solicit and to recommend for appointment appropriately licensed and/or registered Representatives and Solicitors, subject to our practices and procedures. Representatives are defined as any person or entity having an agreement with us that is authorized to legally solicit insurance in a state, including but not limited to, brokers and independent producers. Solicitors are the same as Representatives except that their agreement is with you.

- 1. You will be responsible for confirming that each Representative and Solicitor under you is properly licensed and/or registered in each jurisdiction in which they do business.
- 2. Agreements with Representatives shall be made directly with us in writing on our forms and will not become effective until approved and executed by us. You will have no authority to modify or amend any such agreement. We may, at our option, refuse to contract with any

proposed Representative and we may terminate any agreement with any Representative with or without cause. Unless you or the Representative has been terminated for cause, this will not affect your right to receive override commission for any business produced by the Representative prior to the termination. After a Representative has had an agreement with us for one year, you will not maintain rights to: (i) any terminated Representative or any policies of insurance produced by that Representative after termination; or (ii) any Representative or any policies of insurance produced by that Representative after your termination.

3. Agreements with Solicitors must be made directly between you and the Solicitor. We will not be a party to such agreement. We may, however, cancel any Solicitor's appointment with us at any time without stating cause.
4. Your working with a Representative or Solicitor will be deemed acceptance of your supervisory responsibilities with respect to such Representative or Solicitor and you shall be wholly responsible for the acts and omissions of each Representative or Solicitor. You unconditionally guarantee the full and prompt payment of any Debit Balance (as defined in Section V) of any Representative or Solicitor when due as required in Section V or upon a Representative's bankruptcy or insolvency proceedings. You acknowledge that we are not required to attempt to collect any Representative's or Solicitor's Debit Balance.
5. We may, from time-to-time, authorize you to market for us, non-insurance products. You and your Representatives and Solicitors will not represent such non-insurance products as insurance.
6. Agreements we have with your Representatives made prior to the Effective Date of this Agreement may remain in force. Payment of commission for insurance solicited by these Representatives under any of these prior agreements will be made pursuant to such agreements and the applicable current commission schedule.

C. Relationship

You will be free to exercise your own judgment as to the time and manner of performing the service authorized by this Agreement, subject to such rules and regulations as may be adopted from time-to-time by us, respecting the conduct of business. You will be an independent contractor, and nothing contained herein shall be construed to create the relationship of employer and employee between you and us.

D. Responsibility

You will be responsible for you and your Representatives and Solicitors:

1. For abiding by all applicable local, state, and federal laws and regulations and abiding by all rules, guidelines and requirements established by us from time to time in conducting business under this Agreement;
2. For maintaining accurate records and accounting for all transactions under this Agreement, and for making those records and accounting available to us whenever requested by us;
3. For payment of all expenses, fees and taxes incurred in the performance of this Agreement;
4. For transmitting all monies collected by you; or by your Representatives and Solicitors if sent to you; for us, and such money will be considered as funds held in trust by you and, therefore, you will be liable to us for all such monies;

5. To us for, and to hold us harmless from, all expenses, costs, causes of actions, and/or damages resulting from or arising out of any unauthorized or illegal act by you, or your employees, or any Representatives or Solicitors assigned to you;
6. For not directly or indirectly contacting or communicating or meeting with any GTL policyholder by you or your Representatives or Solicitors for the purpose of rewriting, canceling, lapsing or replacing any GTL policy with insurance coverage of another insurance carrier. This provision will survive termination of this Agreement.

E. Limitation of Authority

Your authority will extend no further than is stated in this Agreement. Without limiting the foregoing, you have no authority to make, alter, or discharge any insurance policy or extend any provision thereof, to waive or extend any policy obligations or conditions, to receive premiums except the first, to extend the time for payment of premiums or otherwise, to enter into any agreement directly or indirectly, providing for the financing of premiums, to waive any contractual forfeiture or guarantee premiums, dividends or interest, or to incur any debt or liability against us, or to otherwise bind or commit us except as authorized here.

III MINIMUM REQUIREMENTS

We reserve the right to establish from time-to-time minimum requirements for production, placement, claim loss ratio, and/or persistency to maintain this Agreement. Such requirements will be delivered to you in writing. Termination of this Agreement for failure to meet such requirements will be considered a voluntary termination and not, in and of itself, termination for cause.

IV COMMISSIONS

- A. You will receive full compensation for your services the selling and renewal commission, service fees, and other compensation in accordance with the current Commission Schedule(s) attached to and made a part of this Agreement. Commission will be paid on all policies produced by you or by your Representatives or Solicitors. We reserve the right to change or amend the Commission Schedule(s), however, any changes or amendments will apply only to applications received by us after the applicable effective date of the changed or amended Commission Schedule(s).
- B. If you should fail to pay to us any amount due under this Agreement on or before the 30th day after such amount becomes due, you shall pay to us, as an administration fee, any renewal commissions that become payable. Your right to receive any renewal commissions shall terminate.
- C. Pursuant to our agreements with them, commission payable by us directly to Representatives assigned to you will be deducted from commission otherwise payable to you.
- D. Commission for policies produced by Solicitors will be paid to you. We will not pay commission to Solicitors directly.
- E. Commission payable to you for policies not included in the current Commission Schedule(s) will be determined in accordance with our practices in effect at the time.
- F. Commission is payable only for premiums paid to us and accepted by us. Should more than one organization and/or individual claim entitlement to commission, such commission will be divided as we determine. In no event will we be liable for more than one gross commission or service fee.
- G. Subject to Section V, selling and renewal commission, service fees, and other commission for premiums paid in advance will not be payable until the regular due date of such premiums.

- H. If any premiums are refunded for any reason, you will promptly refund any commission received on account of such refund.
- I. We reserve the right to postpone payment of commission until you are owed a minimum of twenty-five dollars (\$25.00).
- J. All calculations regarding commission will be made on the basis of our records. Should you disagree with our records, you must notify us in writing of your disagreement within 60 days from the date of receipt of your statement. If you do not do so, our decision as to amounts due under this contract will become final.
- K. As security for your obligations to us under this Agreement, you hereby assign and transfer to us and grant us a security interest in any and all commissions and other amounts payable by GTL to you. General Agent agrees that it is the owner of these amounts and will keep these amounts free of all liens, claims, security interests or other encumbrances.
- L. We may offset any debt or other liability owed by you, or any Representatives assigned to you, to us against any commission due to you.

V ADVANCES AND LOANS

GTL may, at its discretion, make one or more advances to you in anticipation of future commission payable to you under this Agreement. All advances and other like amounts, including but not limited to, commissions paid on lapsed, terminated or refunded policies; purchased leads; or retained commissions (all herein referred to as "Debit Balance") shall be deemed loans to you and shall be reflected as such in your account on the books of GTL. General Agent agrees to repay the Debit Balance as follows:

- A. The outstanding Debit Balance may bear interest at 12% per year (or the highest rate allowed by law). Interest shall be calculated for the actual number of days elapsed.
- B. Debit Balance plus all accrued interest shall become immediately due and payable on the earlier of termination of this Agreement or demand by us.
- C. The Debit Balance plus accrued interest may be prepaid without penalty. You acknowledge and agree that you have read and understand the disclosures in Exhibit A.

VI PAYMENTS AFTER TERMINATION

If this Agreement is terminated other than for cause under Section VII C. of this Agreement, then your selling and renewal commission are vested subject to the following:

- A. We will continue to pay your commission, if any, as provided in Section IV of this Agreement, so long as your total commission for the preceding year is in excess of the amount shown in your Commission Schedule.
- B. You will have no vested rights in service fees or other compensation.
- C. We will pay your vested commission to you or your legal representative.
- D. You have satisfied all obligations to us, including but not limited to those in Section IV. K. and Section V.
- E. Commission will be reduced by a service charge of 5% of premium.

VII TERMINATION

In the event of termination of this Agreement, you will account for and remit to us any amounts held for us, or due us, and shall return all undelivered policies, advertising materials or any of our property you have in your possession.

A. Voluntary Termination

This Agreement may be terminated by us or you, without stating cause, by written notice personally delivered or mailed to the last known address of the other party, at least 30 days, or such longer period required by applicable law or regulation, before the effective date of termination. Any notice of termination will be deemed given on the day mailed or personally delivered.

B. Automatic Termination

This Agreement will be terminated automatically without notice by:

1. Your death, if you are an individual; or
2. The death of any partner, if you are a partnership; or
3. The dissolution of the corporation or disqualification to do business under applicable law, if you are a corporation; or
4. Revocation or termination of your license in any applicable jurisdictions; or
5. You becoming unable to pay your debts as they mature, making an assignment for the benefit of your creditors or becoming a subject of bankruptcy, insolvency, or similar proceedings.

C. Termination for Cause

This Agreement will be terminated for cause, as of the day we mail notice to you at your last known address, if you directly or indirectly:

1. Commingle or misappropriate any money or other property belonging to us;
2. Fail to deliver any policies issued and given to you for delivery;
3. Fail to deliver to us any receipts or other property belonging to us;
4. Violate any of the laws or regulations regulating the sale or solicitation of products covered under this Agreement, or violate any company procedures whether before or after termination;
5. Commit any dishonest act in connection with the sale or solicitation of insurance products; or
6. Violate any terms of this Agreement.

We may give you notice of termination for cause even after voluntary termination or automatic termination.

In the event this Agreement is terminated for cause, no further commission is due you under this Agreement.

VIII ADVERTISING AND MARKET CONDUCT

- A.** You will not print, publish, distribute, use, or permit any Representative or Solicitor assigned to you to print, publish, distribute or use any advertisement, sales material, illustration or any other document or software of any kind concerning:
1. The products solicited under this Agreement; or
 2. Guarantee Trust Life Insurance Company, our products, procedures or standing without our prior written consent.
- B.** You will not alter, modify or use advertising or other materials prepared by us without our prior written consent.
- C.** You will comply with and cause each of your Representatives and Solicitors to comply with all of our company procedures and rules concerning advertising and market conduct, including but not limited to our Advertising Policy, Advertising Submission Form, Advertising Checklist, Marketing Guidelines and Code of Ethical Market Conduct.
- D.** You shall, and shall cause each Representative and Solicitor to forward applications for insurance solicited under this Agreement to us as soon as possible, but not later than 10 days after the date of such applications. Policies issued by us shall be delivered promptly to the policyholder.
- E.** You and your Representatives and Solicitors shall engage in any training program as requested by us.

IX GENERAL PROVISIONS

A. Changes

We may at any time and from time-to-time:

1. Modify, amend, or fix minimum and maximum production limits for any policy form or contract;
2. Modify or amend the conditions or terms under which any policy form or contract may be sold;
3. Discontinue or withdraw any policy form or contract from any state or any area;
4. Cease doing business in any state;
5. Modify the terms of this Agreement.

Notification of modification of this agreement shall be delivered to you at your last known address. Any modifications referred to in this paragraph shall be prospective only.

B. Assignment

You may not assign or transfer this Agreement or any benefit thereunder without our prior written consent. We do not assume any responsibility for, or guarantee the validity or sufficiency of, any assignment by granting our consent, nor will any assignment become operative until any indebtedness owed by you to us, created prior to or subsequent to such assignment, is liquidated.

C. Service of Process

You will send us, by certified mail within 48 hours of its receipt, any paper served upon you in connection with any complaint, proceeding, hearing, or action against us. If failure on your part to comply with this provision causes us additional loss or expense, you will reimburse us.

D. Governing Law

This Agreement is an Illinois contract and will be construed in accordance with the laws of Illinois.

E. Waiver

Our forbearance or failure to exercise any rights, or to insist upon strict compliance herewith, will not constitute a waiver of any of your obligations under this Agreement.

F. Corporate Notification

If you are a corporation, you will immediately notify us of any changes in the ownership, officers, or directors of the corporation.

G. Mandatory Binding Arbitration

Except as otherwise provided in this Agreement, all claims, disputes, and other controversies arising out of or in any manner relating to this Agreement, or any other agreement executed in connection with this Agreement, or to the performance, interpretation, application or enforcement hereof, including but not limited to breach hereof (in each case, "Dispute"), shall be submitted to binding, non-appealable arbitration and such arbitration shall be governed by the Uniform Arbitration Act, 710 ILCS 5/1.

Either party may within one (1) year from the date of the alleged breach or occurrence resulting in the Dispute, make a demand for arbitration by filing a demand in writing with the other party and serving the same by depositing it in the U.S. Mail, certified mail, return receipt requested. GTL and GA shall each choose, within sixty (60) days after demand arbitration is made, a former officer or executive of an insurance company as its arbitrator and the two appointed arbitrators shall choose a third arbitrator possessing the same qualifications. If either party fails to appoint an arbitrator within sixty (60) days after the written demand for arbitration is made, the party who has appointed an arbitrator may petition the Circuit Court, Cook County, Illinois for an order compelling the non-complying party to appoint its arbitrator. All reasonable costs incurred as a result of obtaining the court order compelling appointment of an arbitrator shall be paid by the non-complying party.

All arbitration hearings conducted hereunder, and all judicial proceedings to enforce any of the provisions hereof, shall take place in Cook County, Illinois. The hearing before the arbitrators of the matter to be arbitrated shall be at the time and place within said County as is selected by the arbitrators. Notice shall be given and the hearing conducted in accordance with the Uniform Arbitration Act.

The decision of any two arbitrators with respect to a Dispute shall be binding and conclusive and nonappealable and shall be submitted to the court for confirmation with the same effect as a judgement.

Each of the parties hereby irrevocably waives punitive, exemplary, consequential and other non-compensatory damages in connection with any arbitration award with respect to any Dispute.

DISCLOSURE STATEMENT

EXHIBIT A

MEANING OF WORDS: The words "you", "your" and "yours" mean each and all those who sign the General Agent Agreement as borrower. The words "we", "our" and "us" refer to Guarantee Trust Life Insurance Company, its successors and assigns, and the word "Loan" means all advances on your commissions and any other amounts that we may lend to you pursuant to the General Agent Agreement between you and us.

PRINCIPAL BALANCE COMPUTATION METHOD: We figure the FINANCE CHARGE on your account by applying the periodic rate to the amount you owe as of the date of the calculations (including any new loans and subtracting any payments or credits).

FINANCE CHARGE: The FINANCE CHARGE begins to accrue beginning on the date each loan is made. We calculate the FINANCE CHARGE for the actual number of days elapsed, using a monthly periodic rate of 1%, or an ANNUAL PERCENTAGE RATE of 12%. There is no "free period" or time period within which any loan may be repaid without incurring a FINANCE CHARGE.

WHEN PAYMENTS ARE DUE: The principal balance and accrued FINANCE CHARGES will be immediately due and payable, without notice or demand (except as provided in subsection (iii) below), on the earlier of (i) the date you would otherwise become entitled to receive any compensation or other payments under the General Agent Agreement from time to time to the extent of such compensation, in which case we may exercise our right of set-off or recoupment in accordance with the General Agent Agreement; (ii) the expiration or earlier termination of the General Agent Agreement; or (iii) demand by us.

OTHER CHARGES: In the event that you fail to pay us any amount on or before the 30th day after such payment became due, you shall pay to us all administration fee, to the extent permitted by applicable law, in the amount of any renewal, commissions that would otherwise have become due to you. You shall also reimburse us, to the extent permitted by applicable law, for all reasonable costs and expenses (including, without limitation, legal fees and expenses and internal administrative expenses) that we pay or incur in connection with (i) the collection, before and after judgment of the principal balance of the Loan, (ii) the enforcement of the General Agent Agreement, or (iii) any attempt by any creditor or assignee of yours to collect any amount from us.

SECURITY INTEREST: The Loan is secured by all compensation or any other amounts which may now be due or hereafter come due to you under the General Agent Agreement or any other contract between you or any of your affiliates and us.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Monthly Statement

If you think your Monthly Statement is wrong, or if you need more information about a transaction on your Monthly Statement, write to us on a separate sheet of paper at the address listed on your Monthly Statement. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first Monthly Statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, please give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your Monthly Statement automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the Monthly Statement was correct.

After we receive your letter, we cannot try to collect any amount in question or report you as delinquent. We can continue to bill you for the amount in question, including finance charges. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your Monthly Statement that are not in question.

If we find that we made a mistake on your Monthly Statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must notify anyone we report you to that you have a question about your Monthly Statement. We must tell you the name of anyone we report you to. We must inform anyone to whom we have previously reported you, if the matter has been settled between us.

Guarantee Trust Life Insurance Company
ADVERTISING POLICY

As part of our continuing efforts to ensure that all advertisements, sales materials, and illustrations promoting Guarantee Trust Life Insurance Company's products are unambiguous, honest and fair, we require all of our licensed distributors to be familiar with, and adhere to the following rules. Lack of compliance may be grounds for termination of appointment or contract.

- I. Distributors cannot generate or use any advertising or sales material which bears the name or logo of GTL and/or promotes any of our specific policies without securing GTL's Compliance Department's prior written approval of content, form, and method of dissemination.**

- II.** Advertisements and sales materials include, but are not limited to:
 - A. Printed and published material, sales aids, leaflets, booklets, brochures, audio visual material and descriptive literature used in direct mail, newspapers, magazines, radio and television scripts, telephone scripts, presentation summaries, projections, billboards and similar displays intended to promote the purchase, modification, or reinstatement of a policy.

 - B. Material used for the recruitment, training, and education of distributors.

- III.** Advertisements and sales materials must be truthful. Content must be sufficiently clear so as not to mislead or deceive.
 - A. The use of statistics, illustrations and statements which may be factually correct are not acceptable if their impact misleads or deceives.

 - B. Information required to be disclosed must not be minimized, rendered obscure, presented in an ambiguous manner, or intermingled with text so as to be confusing or misleading.

 - C. The tendency to mislead or deceive will be determined by the overall impression the advertisement or sales material creates on a person with little knowledge of insurance matters.

- IV.** The accompanying Advertising Submission Form must be used prior to submitting advertising or sales material to GTL for approval.

- V.** Illustration software provided by GTL must not be altered in any manner, except under written instruction.

Please review this policy carefully. You must adhere to it at all times.

GUARANTEE TRUST LIFE INSURANCE COMPANY
1275 Milwaukee Avenue, Glenview, IL 60025

ADVERTISING SUBMISSION FORM

TO: _____ DATE: _____
Line of Business Manager

FROM: _____ Agency
Name

**REVIEW CHECKLIST for ADVERTISING and ADVERTISING POLICY BEFORE
SUBMITTING to GTL.**

This form must accompany every advertisement submitted to GTL for approval as required by General Agent Agreement.

Intended Use of Advertising:

Product Name and Form/Plan Number: _____

- | | | |
|---|---|--|
| <input type="checkbox"/> Print Media Ad | <input type="checkbox"/> Sales Presentation | <input type="checkbox"/> Broadcast Media |
| <input type="checkbox"/> Telemarketing | <input type="checkbox"/> Contact Letters | <input type="checkbox"/> Other |

STATES WHERE ADVERTISEMENT WILL BE USED: _____

DATE ADVERTISEMENT WILL START TO BE USED: _____

AGE OF INTENDED MARKET: _____

Home Office Use:

	INITIALS	APPROVED	DISAPPROVED (EDITS SHOWN)	DATE
LOB/Marketing:	_____	_____	_____	_____
Regulatory Compliance:	_____	_____	_____	_____

Checklist For Advertising Material

This Checklist is for your use as a worksheet in preparing advertisements for Home Office approval. Items on the Checklist are based on the most commonly applicable state laws and rules governing the advertising of insurance products. Compare your advertising with the sections on this worksheet applicable to your piece. Check "Yes," "No" or "NA" (not applicable). Make changes to statements marked "No" before sending the advertisement to the Home Office for approval.

Corporate Identity and Logo

Yes No NA

_____ _____ _____ Our full name, *Guarantee Trust Life Insurance Company*, is used in the first reference.

_____ _____ _____ Initials are used only in the place of the Company name if mentioned parenthetically in the first reference.

Accuracy and Truthfulness

Yes No NA

_____ _____ _____ No aspect of this piece could be considered untrue, deceptive, or misleading based on the information included *or* omitted.

_____ _____ _____ This piece, when examined as a whole, cannot lead a person of **average** intelligence to any false conclusions. This conclusion is based on the literal meaning of the words, impressions from nonverbal portions of the piece, and from materials and descriptions omitted from the advertising piece.

_____ _____ _____ All important or required information appears in a type size that is easy to read and is not mixed in with information that could confuse the reader.

_____ _____ _____ Absolute words such as "all," "will" and "shall" are not used.

_____ _____ _____ Words such as "free," "no cost" and "no extra cost" are not used unless actually true and then only if explained.

Comparisons, Ratings and Competition References

Yes No NA

_____ _____ _____ Specific commercial ratings are not the focus of this piece.

_____ _____ _____ Any reference to a commercial rating is clear in describing the scope and extent of the rating (A.M. Best, B++, Very Good must all be used together).

_____ _____ _____ All statistical information is recent, relevant, and the source and date are identified.

_____ _____ _____ References to the competition are factual and not disparaging.

Testimonials, Endorsements, Analyses and Illustrating

Yes No NA

_____ _____ _____ There is no use or implication of an endorsement or testimonial by a person or organization without their approval.

Identity of Insurer and Product

Yes No NA

_____ _____ _____ The name of the insurer is clearly identified.

_____ _____ _____ The policy type and name are clearly and accurately identified including form number.

_____ _____ _____ No combination of words is used which could mislead prospective insureds into believing the solicitation is connected with a governmental agency or program unless true and supportable.

HOME OFFICE USE

_____ _____ _____ The piece is identified with a unique form number assigned by Guarantee Trust Life Insurance Company.

Code of Ethical Market Conduct

At Guarantee Trust Life Insurance Company, we strive to provide our customers with quality service. In order to maintain high standards of honesty, fairness, and integrity, we have developed a Code of Ethical Market Conduct which serves as a guidepost for our conduct in the insurance marketplace.

Market Conduct at GTL

“Market conduct” refers to actions made when providing service to our customers: employees, general agents, and policyowners.

GTL maintains high customer service standards. Honesty, fairness, and integrity are characteristics that employees and general agents are expected to display when dealing with customers. GTL has developed a Code of Ethical Market Conduct to help employees and general agents determine what type of behavior is expected of them. The Code of Ethical Market Conduct consists of six Principles which are described below.

Principle One:

Guarantee Trust Life Insurance Company will conduct business according to high standards of honesty and fairness. We will render to our customers the services which, in the same circumstance, we would demand for ourselves.

Principle Two:

Guarantee Trust Life Insurance Company will provide competent and customer-focused sales and service.

Principle Three:

Guarantee Trust Life Insurance Company will engage in fair competition.

Principle Four:

Guarantee Trust Life Insurance Company will provide advertising and sales materials that are clear as to purpose, and honest and fair as to content.

Principle Five:

Guarantee Trust Life Insurance Company will provide a means for fair and expeditious handling of customer complaints and disputes.

Principle Six:

Guarantee Trust Life Insurance Company will maintain a system of supervision that is reasonably designed to achieve compliance with these Principles.

These principles encourage us to ensure that employees and general agents have the information they need to follow the laws and regulations that pertain to their area. Our general agents also should make efforts to ensure that each customer fits the profile of the market for which the product is designed.

To provide competent sales and service, employees and general agents must adhere to our Code of Ethical Market Conduct. In addition, employees and general agents must have knowledge about GTL’s products and their functions. General agents must also be licensed or otherwise qualified under state law.

We are committed to competition as the most effective and efficient means of providing products and services to our customers. Competition is also the most efficient regulator of activities. To maintain and enhance competition in the marketplace for our products, we should ensure that employees and general agents, through education and action, promote an awareness of the concept of a fair marketplace. Our general agents should not replace existing insurance policies without first providing the customer with the information he or she needs to make an informed decision about replacement.

GTL will use only sales and solicitation materials based upon the principles of fair dealing and good faith and that have a sound factual basis.

In order to resolve any complaints and disputes that may arise concerning GTL's market conduct, efforts should be made to identify, handle, and resolve all complaints fairly and objectively.

All GTL employees are provided with information about GTL's Code of Ethical Market Conduct. Policies and procedures have also been developed for auditing and monitoring our general agents' market activities and sales practices.

Market Conduct Violations

All GTL employees and general agents should comply with the Code of Ethical Market Conduct at all times. Violation of this Code is considered serious and will be handled accordingly. Any violations of market conduct should be reported.

For More Information...

If you have any questions or need more information about market conduct at GTL, please contact the Government Affairs Department.

Guarantee Trust Life Insurance Company thanks you for your cooperation.

<http://www.gtlic.com>

G • T • L Health Insurance Marketing Guidelines

Agents must comply with all state replacement and suitability regulations. The following additional guidelines apply.

Medicare Supplements: These plans should be sold only to individuals who are enrolled in both Medicare Parts A & B. They should not be sold to an individual who already owns a Medicare Supplement policy, unless the customer intends to replace the old policy with the new one **and** the new policy provides more coverage or a better value.

Indemnity Plans: These plans must not be sold as replacements for existing Medicare Supplement or hospital expense policies. They are intended to provide basic benefits or to supplement existing benefits.

Long Term Care, Nursing Home and Home Health Care Plans: Agents should make it clear to their customers that while these plans provide coverages for conditions not fully covered by Medicare, they are not alternatives to Medicare Supplement plans. While some of GTL's long term care plans qualify for favorable tax treatment of benefits and premiums, others do not. For the latter category, the agent must disclose to the customer that future benefits may be subject to income tax.

G • T • L Life Insurance Marketing Guidelines

Agents must comply with all state regulations and company rules regarding the sale of life insurance.

Final Expense Plans: These simplified issue, small face amount policies are to be sold to individuals who intend to use the proceeds to pay for funeral expenses and other costs related to death. They are not to be used to increase existing life insurance coverage for an individual who has been declined coverage by other insurance companies.

Impaired Risk Plans: These plans are sold to individuals who have physical impairments. Some of these individuals may have been declined coverage by other companies. Impaired risk plans should not be sold to healthy individuals.

Modified Premium Term Plans: The applicant should have a need for additional life insurance coverage and a desire to augment his or her accumulation of funds for future, long-term needs. Encourage the applicant to carefully examine the Separate Accumulation Options.

Plan I : Suitable for one-on-one sales to individuals or family members. The product may not be used to replace existing insurance.

Plan II : Designed for worksite marketing, including payroll deduction and direct deposit payment methods. The agent must have the approval of the employer to collect and remit premiums prior to soliciting. The applicant should have a need for additional life insurance coverage and a desire to augment his or her accumulation of funds for future, long-term needs. The product may not be used to replace existing insurance.

Plan III: Suitable for one-on-one sales to individuals or family members. The applicant should have a need for additional life insurance coverage and a desire to augment his or her accumulation of funds for future, long-term needs. The product may be used to replace existing insurance, if the new policy provides more benefits and flexibility than the existing policy, or provides substantially similar benefits at a lower cost to the policyholder.

College Plus: Intended for purchase by families of students who intend to go to college, or who are already enrolled in college. The insured may be the student or a parent. The purpose of the life insurance is, in case of the death of the insured, to repay loans and expenses used to fund a college education. The purpose of the cash accumulation portion of the plan is to provide (a) in the short term, a limited amount of funds to help pay the interest and principal on student loans after the student graduates and (b) funds for future, long-term needs of the policyowner.