

FORETHOUGHT CONTRACTING INSTRUCTIONS

To ensure proper and timely contracting, please return ALL of the following:

1. **INDIVIDUAL**- Signed and Completed **Appointment Data and Information (pages 3-6)**.
Signature is on page 6 of 6.
2. Signed and Completed **Schedule of Commissions form.**
3. Signed and Completed **W-9 Form.**
4. If you would like your commission paid to someone besides yourself, please call the licensing department @ 800-201-0224 (Option 2) so the proper paperwork can be filled at the beginning of the contracting phase.
5. Signed and Completed **Agent Indebtedness Agreement.**
6. Signed and Completed section including voided check.
7. **Copy of current individual insurance license and/or corporate license** for each state in which you are requesting to be licensed, write business or will receive override commission.
8. **Copy of E&O Declaration Page is REQUIRED.**

Fax or e-mail the completed contracting package to:

bhcmarketing

FAX: 775-261-9088

e-mail: licensing@bhcmarketing.com

Phone: 800-201-0224

Ask about how you can get a free website. Check it out at: www.demo.retirerx.com

FORETHOUGHT DESTINATION INDEXED ANNUITIESSM

ANNUITY LICENSING AND APPOINTMENTS

Annuity Licensing and Appointment Documents FA3511-05

This packet contains the following:

- New Agent Checklist –
Form **FA7060-01**
- Annuity Selling Agreement –
Form **FA3507-05**

ISSUED BY FORETHOUGHT LIFE INSURANCE COMPANY

FORE
THOUGHT[®]

This Agreement is entered into between Forethought Life Insurance Company, a corporation organized under the laws of the State of Indiana, having its principal office at 300 N. Meridian Street, Suite 1800, Indianapolis, Indiana 46204 (hereinafter referred to as "Company," "us," "we," or "our."), and the Agency/Agent identified in the Appointment Data and Information section of this Agreement (hereinafter referred to as "Agent," "you" or "your"). This Agreement shall be effective upon its acceptance by Company at its administrative offices located in Batesville, Indiana. It is agreed by the parties as follows:

APPOINTMENTS, AGENTS AND INDEPENDENT CONTRACTOR STATUS

APPOINTMENT. Company appoints you as one of its Agents for the purpose of procuring, in person and through agents appointed by us or assigned to you by us, applications for individual and group annuity contracts (hereinafter referred to as "annuity" or "annuities") which will be issued by Company. For the purposes of this Agreement, the term "application" shall include enrollment of persons for individual or group annuities. You and your agents appointed by us may not begin solicitation of annuities until such time as we have issued a letter confirming the appointment(s).

INDEPENDENT CONTRACTOR, TAXES AND OTHER OBLIGATIONS. You are an independent contractor and nothing contained in this Agreement shall be construed to create the relationship of employer and employee between you, or any other agent, and us. You shall be free to exercise independent judgment as to the persons from whom applications for annuities will be solicited and the time and place of such solicitations. You shall make and file all reports and returns required by any federal or state statute or regulation pertaining to withholding taxes, unemployment insurance, pension and profit sharing plans, and shall pay all taxes, contributions, interest, or penalties thereunder in connection with the wages, salaries, or other remuneration paid or allowed by you to employees or appointees of yours or to others. You assume full responsibility and exclusive liability for failure to comply with any such applicable statutes or regulations.

As an independent contractor and not an employee of ours, all agency expenses, including but not limited to rentals, transportation, salaries, attorney or legal fees which pertain to the administration of your business, postage, advertising, agent licensing fees and/or agent occupational taxes, shall be your liability and not ours.

APPOINTMENT OF AGENTS. Your subordinate agents (hereinafter referred to as "agent" or "agents") include: (a) agents assigned to you by us and (b) agents appointed by you and subject to the terms of this Agreement, provided you maintain a valid license and appointment as our agent in each state in which you appoint any such agents. Each agent whom you appoint must be validly licensed and execute a written agent's agreement directly with us, and such agreement shall be effective only when also executed by us. You have no authority to modify or amend any part of such agreement. We reserve the following rights at our discretion without liability to you: (a) to refuse to contract with any proposed agent and (b) to terminate our agreement with any of your agents under the terms of such agreement.

NONEXCLUSIVE TERRITORY. You are authorized to do business under the conditions of this Agreement in any state in which we are authorized to do business and to issue the specific annuity you intend to sell provided you are properly licensed in such state to sell such annuity. No territory is exclusively assigned. We reserve the right to withdraw from all or any portion of any state(s) at our discretion without liability to you.

RESPONSIBILITIES OF AGENCY/AGENT. You shall be responsible for the fidelity and honesty of all of your agents. All monies collected, received, or which otherwise come into your control or the control of

your agents, which belong to us, our annuity or certificate owners (hereinafter referred to as a "annuity owner" or as "annuity owners") or applicants shall be securely held in a fiduciary capacity and shall not be used for any personal or other purposes whatsoever, but shall be immediately paid over to us. You guarantee the payment to us of all monies intended for or owing to us, our annuity owners, prospective annuity owners, or applicants that are collected, received, or otherwise come into your control or the control of your agents.

RESTRICTED AUTHORITY OF AGENCY/AGENT. Your right, power, or authority on our behalf shall exist only as expressly stated in this Agreement. No right, power, or authority shall be implied either from the grant or denial of powers specifically mentioned herein or the failure to mention any right or power herein. You agree that you and your agents are without authority to do or perform and expressly agree not to do or perform the following acts on our behalf: (a) incur any indebtedness or liability; (b) make, alter, or discharge contracts; (c) waive forfeitures; (d) quote rates other than as quoted by us; (e) extend the time for payment of any premium; (f) waive payment in cash; (g) guarantee dividends; or (h) deliver any annuity more than ten days after issuance by us or fail to promptly return the delivery receipt to us. Further, you agree that you and your agents shall not: (i) violate the insurance laws of any state in which you may be soliciting applications for annuities; (j) withhold any of our, the annuity owner's, prospective annuity owner's or applicant's monies or property; (k) rebate or offer to rebate all or any part of a premium on our annuities; (l) induce or attempt to induce any of our annuity owners to discontinue payment of premiums or to relinquish any annuity; (m) induce or attempt to induce any of our agents to leave our service; (n) perpetrate any fraud against us, or annuity owners, prospective annuity owners or applicants; (o) fail to provide contract disclosure documents to annuity applicants as required by the Company or applicable state law; (p) fail to provide compensation disclosure to annuity applicants as required by state law; or (q) violate any Policies and Procedures of the Company.

COMMISSIONS AND CHARGEBACKS

COMMISSIONS. You shall be paid commissions on premiums paid to and received by us, in accordance with the Schedule of Commissions attached hereto and made a part hereof. We reserve the right, in our sole discretion, to amend the Schedule of Commissions at any time; provided, however, that any such change shall only be effective for commissions payable on applications dated after the effective date of such change. Commissions shall be paid hereunder only for so long as you or your agent are the agent of record. Commissions are subject to chargeback in accordance with the Schedule of Commissions. Your commissions shall be reduced by the amount of any commissions to which your agents are entitled whether or not we pay such commissions to the agents. Commissions shall be payable hereunder only in accordance with the Schedule of Commissions and shall not be allowed on premiums waived or commuted by reason of death, disability, or exercise of annuity options. Commissions that become payable shall be paid to you, your executors, administrators, or assigns; however, neither this Agreement nor any benefits to accrue hereunder may be assigned or transferred, either in whole or in part, without our written consent. In no event will you be entitled to receive commissions that revert to you from your terminated agents in excess of the amount such terminated agents would have received under the provisions of their agent agreements with us.

SET-OFFS AND CHARGEBACKS AGAINST COMMISSIONS. You agree that we may, at any time, set-off against commissions due or to become due to you, or to anyone claiming through or under you, any amount due from you or your agents to us including any chargebacks. If not set-off, all such amounts shall be paid to us within 30 days of written request therefor. We do not waive any of our rights to pursue collection of any indebtedness owed by you or your agents to us. In the event we initiate legal action to collect any indebtedness of you or your

agents, you shall reimburse us for reasonable attorney's fees and expenses in connection therewith. This provision shall remain in full force and effect regardless of any termination of this Agreement.

STATEMENT OF ACCOUNT. We will furnish you a copy of your commission account weekly provided that transactions occur in your account during the previous week. Unless you notify us in writing within 30 days of the issue date of each statement of any differences between such statement and your account, you shall have waived the right to contest the accuracy, correctness, and basis of the statement. Such statement shall be competent and conclusive evidence of the status of your account.

ADVERTISING AND ADMINISTRATION

REPRESENTATION. You and your agents will not represent yourself as holding any professional or trade certification that implies expertise in financial matters relating specifically to persons 65 or older, including but not limited to "certified senior advisor," until and unless you provide us with complete information regarding the nature of such certification and we approve in writing the use of such certification in connection with the sale of our product.

RESERVATIONS. We reserve the following rights at our discretion without liability to you: (a) to change commissions on any annuity form or rider upon furnishing notice to you, but such change shall not affect applications received by us prior to such notice, (b) to withdraw any annuity forms; (c) to change our premium rates, (d) to reject annuity applications or premiums without specifying cause, and (e) to adopt policies and procedures from time to time relating to any matter not otherwise covered in this Agreement.

ADVERTISING. You and your agents shall not use or authorize any advertisement, circular, news release or other communication using our name or our product names (whether written, oral, audio, or visual) without prior written approval by us.

PERSONAL PROPERTY AND FUNDS. All application and annuity forms, related advertising and marketing materials, books, documents, vouchers, receipts, lists, notices, or other papers of any kind used by you in any transaction involving us and any other personal property furnished by us shall remain our property, shall be open to inspection by us at all times, and shall be returned to us at termination of this Agreement along with all uncollected premium receipts and undelivered annuities sent to you for delivery and collection.

REIMBURSEMENT. You agree to pay directly or reimburse us for the following expenses: (a) all agent taxes, municipal license fees, and local and state taxes for the territory covered by this Agreement, (b) all charges provided in our policies and procedures, including charges for not taken annuities, for applications not completed, for annuities reissued for a reduced amount, or a change in dating or a change of plan, and (c) the premium for an indemnity bond in a satisfactory amount to secure your fidelity and faithful performance under this Agreement, if such bond is requested by us.

MISCELLANEOUS

LEGAL ACTION. You may not institute any administrative or legal proceedings on our behalf without our written approval. If any administrative or legal action is brought against you or us, or both jointly, by reason of any alleged act, fault, or failure by you in connection with your activities hereunder, we may require you to defend such action. If we bring any administrative or legal action, or both, by reason of an alleged act, fault, or failure by you in connection with your activities hereunder, we may require you to hire and pay an attorney, subject to our approval, who will represent us. However, at our option, we may defend or institute any such action and expend such sums, including attorney fees, as may in our judgment be necessary.

INDEMNIFICATION. You hereby agree to, at all times hereafter, defend, indemnify and hold harmless the Company, its affiliates and their respective employees, officers, directors and shareholders from

all claims, liability or loss which result from your real or alleged negligent or willful acts, or your errors, omissions or breach of any provision of this Agreement and such acts, errors, omissions or breaches of your servants, agents or employees, in the performance of duties under this Agreement. Claims, liability or loss includes, but is not limited to, all costs, expenses, attorney fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the law of the state where any claim or suit is filed which seeks recovery of punitive damages against us) and any other expense or expenditure incurred by us as a result of your performance, or the performance of your agent(s), under the terms of this Agreement. This indemnification will be in addition to any liability you may otherwise have.

We hereby agree to, at all times hereafter, defend, indemnify and hold you and your employees, officers, directors and shareholders harmless from all claims, liability or loss which result from our real or alleged negligent or willful acts, or our errors, omissions or breach of any provision of this Agreement, and such acts, errors, omissions or breaches of our servants, agents or employees, in the performance of duties under this Agreement. Claims, liability or loss includes all costs, expenses, attorney fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the law of the state where any claim or suit is filed which seeks recovery of punitive damages against you) and any other expense or expenditure incurred by you as a result of our performance under the terms of this Agreement. We agree to provide you with annuities that to the best of our knowledge and belief meet all applicable minimum insurance code and regulatory compliance requirements.

TERMINATION. This Agreement may be terminated without cause by either party upon at least 15 days prior written notice, or immediately, upon written notice, for cause. This Agreement shall terminate for cause in the event of your breach of any provision of this Agreement. Such termination shall not impair your right to receive commissions on annuities previously procured except if termination is because of your breach of any provision of this Agreement in which case commissions will not be paid after date of termination. Commissions payable hereunder after the termination of this Agreement shall be paid only so long as such commissions exceed \$300 during any calendar year. After termination of this Agreement, all amounts owed to us hereunder are due and payable immediately without further notice or demand.

COMPLAINTS AND INVESTIGATIONS. You shall cooperate fully in any insurance regulatory investigation or proceeding or judicial proceedings arising in connection with the annuities marketed under this Agreement. Without limiting the foregoing:

- (a) You will promptly notify the Company of any written customer complaint or notice of any regulatory investigation or proceeding or judicial proceeding received by you or your agent in connection with any annuity marketed under this Agreement or any activity in connection with any such annuity.
- (b) In the case of a customer complaint, you will cooperate in investigating such complaint and any response by you to such complaint will be sent to the Company for approval not less than five (5) business days prior to its being sent to the customer or regulatory authority, except that if a more prompt response is required, the proposed response shall be communicated by telephone or facsimile.
- (c) The provisions of this section shall remain in full force and effect regardless of any termination of this Agreement.

CUSTOMER INFORMATION. You shall treat customer information as confidential as required by applicable law and by the Company, as described in the Company's privacy notices and in accordance with the Company policies and procedures. You shall also take reasonable and appropriate steps to establish and implement administrative, physical and technical procedures to ensure the confidentiality, security and integrity of customer information in accordance with

applicable law. You agree to comply with the Company's terms of use, policies and procedures with respect to use of Company electronic systems and databases providing access to customer information by you, your employees, and agents and shall promptly report to the Company any breach of security related to such systems and databases of which you becomes aware. You may use customer information only for the purpose of fulfilling your obligations under this Agreement. You will limit access to customer information to your employees, agents and other parties who need to know such customer information to permit you to fulfill your obligations under this Agreement and who have agreed to treat such customer information in accordance with the terms of this Agreement. You shall not disclose or otherwise make accessible customer information to anyone other than to the individual to whom the information relates (or to his or her legally authorized representative) or to other persons pursuant to a valid authorization signed by the individual to whom the information relates (or by his or her legally authorized representative), except as required for you to fulfill your obligations under this Agreement, as otherwise directed by the Company, or as expressly required by applicable law.

For purposes of this Agreement, "customer information" means information in electronic, paper or any other form that you or your agents obtained, had access to or created in connection with your obligations under this Agreement regarding individuals who applied for or purchased annuities. Customer information includes nonpublic personal information, and protected health information, as defined in applicable law. Customer information may also include, but is not limited to, information such as the individual's name, address, telephone number, social security number, as well as the fact that the individual has applied for, is insured under, or has purchased an annuity issued by the Company. Customer information does not, however, include information that is (1) generally available in the public domain and is derived or received from such public sources by you; (2) received, obtained, developed or created by you independently from the performance of your obligations under this Agreement; (3) disclosed to you by a third party, provided such disclosure was made to you without any violation of any independent obligation of confidentiality or applicable law of which you are aware.

For purposes of this Agreement, "applicable law" means any state or federal law, rule or regulations including, but not limited to, state insurance law and regulations and the Gramm-Leach-Bliley Act and related federal regulations.

ANTI-MONEY LAUNDERING PROGRAM. You agree that you will remain in compliance with all applicable anti-money laundering laws and regulations. You further agree to fully cooperate and assist the Company in implementing and carrying out its anti-money laundering program as applicable to your activities under this Agreement including providing requested customer information, following customer identification procedures, and cooperating with the required training of

agents and employees including providing any requested certification and information regarding such training.

ENTIRE AGREEMENT AND CHOICE OF LAWS. Forbearance or negligence by us to insist upon compliance by you with any of the terms and provisions in this Agreement shall not be construed as or constitute a waiver thereof. This Agreement shall be interpreted in accordance with, and governed by, the laws of the State of Indiana.. Unless otherwise provided, all matters to be performed by us under this Agreement shall be performable at our office in Batesville, Indiana. Any amount due to either party under this Agreement shall be payable at our office in Batesville, Indiana. Any suit arising under this Agreement between you and us shall be instituted and tried in Ripley County, Indiana.

This Agreement supersedes all prior agreements, either oral or written, between the parties relating to the subject matter hereof, and except for any amendment of the Schedule of Commissions pursuant to the terms of this Agreement, may not be modified in any way unless by written agreement signed by the parties to this Agreement.

All agreements between you and us are contained in this Agreement, including the following exhibit which is attached hereto and made a part hereof: Schedule of Commissions.

In the event that any provision or clause of this Agreement is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

ASSIGNMENTS; RIGHTS AND REMEDIES ARE CUMULATIVE.

Neither party to this Agreement may assign its rights or duties under this Agreement without the prior written consent of the other party. The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws.

NOTICES. Any notices required under the terms of this Agreement shall be sent, if to the Agent at the address set forth in the Appointment Data and Information section of said Agreement, and if to Company at: Forethought Financial Services Inc., One Forethought Center, Batesville, Indiana 47006, or at such other addresses as either party may from time to time designate to the other in writing.

CONTACT INFORMATION.

Forethought Life Insurance Company
 c/o Agent Contracting and Licensing
 P.O. Box 296
 Batesville, Indiana 47006
 Phone: 877-244-7526, Option 2
 Fax: 800-668-5072
 E-mail: annuity.contracting@forethought.com

APPOINTMENT DATA AND INFORMATION

Please Print or Type Clearly

1 GENERAL INFORMATION				
Full Name (First, MI, Last)		<input type="checkbox"/> Female <input type="checkbox"/> Male		Social Security # (Individual) Date of Birth (Individual)
Firm Name (If Applicable)			Federal Tax ID #	
Residence Street Address		City	State	Zip Code
Business Street Address		City	State	Zip Code
Mailing Address (If different from Business Street Address)		City	State	Zip Code
Residential Phone	Cell Phone	Business Phone	Fax Number	Email Address
Beneficiary of Agent		Relationship to Agent		Social Security # (Beneficiary)

2 COMMUNICATION PREFERENCES

Preferred method of communication (Choose One) Cell Phone Business Phone Residence Phone
 Preferred method of receiving information (Choose One) Email Fax Mail

3 AGENT STATEMENTS (If you answer Yes to any question, please provide details on a separate sheet and attach)

- Have you ever plead no contest or been convicted of a crime, including felony, misdemeanor or military offense?
Yes No
- Have you ever had a license refused/suspended/revoked or currently restricted or under investigation?
Yes No
- Has an insurance carrier cancelled your contract or appointment for any reason other than lack of productivity?
Yes No
- Do you have any knowledge of an indebtedness to an insurance carrier or financial organization that involves yourself or an organization you have been associated with, or do you have any unsatisfied liens or judgments?
Yes No

4 FAIR CREDIT REPORTING ACT DISCLOSURE TO PROSPECTIVE AGENTS

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

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

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

Please forward your request to:

Forethought Life Insurance Company
 Attention: Agent Contracting and Licensing
 P.O. Box 296
 Batesville, IN 47006

Or Fax To: 800-668-5072

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

5 AUTHORIZATION FOR AUTOMATIC DIRECT DEPOSIT (ACH CREDITS)

I hereby authorize Forethought Life Insurance Company to initiate automatic credit entries, and the financial institution named below to credit the same to such account. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

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

Account Name (print): _____ Account Type: Checking Account Savings Account

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

Bank Name: _____ Bank Telephone: (_____) _____

Bank Address: _____

City, State, Zip: _____

Account Number: _____ Bank Transit/ Routing Number: _____

ACKNOWLEDGEMENTS AND SIGNATURE

6 WRITING AGENT CERTIFICATION ACKNOWLEDGEMENTS

_____ I acknowledge that I must complete the Forethought University Certified Agent Program for annuities within 45 days of my first Forethought annuity sale to remain in good standing with Forethought.
Initials

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

OR

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

_____ AML Training Program Provider

_____ Training Date

_____ I acknowledge that in addition to a base AML course from LIMRA or another approved training program provider, I **must** complete a refresher course every 2 years.
Initials

7 INDEXED ANNUITIES AGENT ACKNOWLEDGEMENTS

I acknowledge that I have read the Forethought Destination Indexed AnnuitySM Disclosure Statements and the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities. I understand the features and mechanics of these annuity products and I will not make statements that differ from those made in the Disclosure Statements.

Furthermore, I acknowledge that I understand the following:

_____ Indexing is a method and formula for calculating interest, and may include such concepts and terms as participation rate, index cap, index spread, monthly averaging, point-to-point, and index averaging period.
Initials

_____ The Forethought Destination Indexed Annuity is not a registered security or stock market investment and does not directly participate in any stock or equity investment.
Initials

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

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

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

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

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

8 TAXPAYER ACKNOWLEDGEMENTS

Under penalties of perjury, I certify that:

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

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

9 GENERAL ACKNOWLEDGEMENTS

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

I further certify that I have reviewed this Agreement and further understand that if any information provided in said Agreement is found to be incorrect or incomplete, it will be grounds for rejecting this Agreement or for termination of said Agreement, all at the sole discretion of Company. I also certify that this Agreement has not been altered, modified or changed by me in any manner and that I agree to be bound by the provisions of said Agreement.

10 SIGNATURE

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

AGENCY/AGENT

Print Name / Title

X _____

Signature

Date

Fax All Pages of Agreement To:

Forethought Life Insurance Company
c/o Agent Contracting and Licensing
800-668-5072
E-mail: annuity.contracting@forethought.com

Mail All Pages of Agreement To:

Forethought Life Insurance Company
c/o Agent Contracting and Licensing
PO Box 296
Batesville, IN 47006-0296



Forethought Life Insurance Company
SCHEDULE OF COMMISSIONS
FOR ANNUITY SALES

GENERAL AGENT SCHEDULE

This Schedule of Commissions for Annuity Sales ("Schedule") is an addendum to the Annuity Selling Agreement ("Agreement"). This Schedule is for Forethought Life Insurance Company ("FLIC") annuity contracts sold under the attached Agreement which are issued on or after the Schedule Effective Date¹. No commissions will be earned or paid unless the corresponding form of annuity contract is available for sale by FLIC in the applicable state.

Product	Age	Initial Deposit
Secure Bonus 115 Plus ^{SM (A)} (Rates 1.00% less in AK, CT, DE, MN, OR, SC, TX, UT)	0-75 76-85	7.00% 4.50%
Secure Bonus 115 ^{SM (A)} (Rates 1.00% less in AK, CT, DE, MN, OR, SC, TX, UT)	0-75 76-85	7.00% 4.50%
Index Bonus 115 ^{SM (A)} (Rates 1.00% less in AK, CT, DE, MN, OR, SC, TX, UT)	0-75 76-85	7.50% 5.00%
Secure Income 125 ^{SM (A)} (Rates 1.00% less in AK, CT, DE, MN, OR, SC, TX, UT)	0-75 76-85	7.00% 5.00%
Income 125 ^{SM (A)} (Rates 1.00% less in AK, CT, DE, MN, OR, SC, TX, UT)	0-75 76-85	7.00% 5.00%
Destination Income 15 ^{SM 2 (A)} (State of Oregon)	0-75 76-85	6.50% 5.00%
Guaranteed Destinations ^{SM 3 (B)} (Rates 0.5% higher in NV)	0-75 76-85	5.00% 3.50%
Guaranteed Destinations ^{SM 4 (C)} (State of Washington)	0-75 76-85	7.00% 5.00%
3 Year ^(A)	0-75 76-85	1.00% 0.25%
6 Year ^(A)	0-75 76-80	3.50% 2.25%
9 Year ^(A)	0-75 76-78	5.50% 3.50%

¹ Rates effective 6/8/10, except for Secure Income 125 and Income 125 rates which take effect on 6/22/10.

² Commission rates also apply for Washington Destination Income.

³ Commissions on Guaranteed Destinations are paid at a rate of 50% of regularly scheduled commissions on additional premiums received 30 days or more after the issue date.

⁴ Commissions on Washington Guaranteed Destinations are not paid on premiums received after the issue date.

Secure Bonus 115 Plus and Secure Bonus 115 – Contract Series FA2001SPDANX, FA2001SPDANXL or GA2001SPDANX; Index Bonus 115 – Contract Series FA2001SPDAX, FA2001SPDAXL or GA2001SPDAX; Secure Income 125 – Contract Series FA1001SPDANX, FA101SPDANXL or GA1001SPDANX; Income 125 – Contract series FA1001SPDAX, GA1001SPDAX or FA1001SPDAXL; Destination Income 15 – Contract series FA1001SPGWA10 or GA1001SPGWA10; Destination Income – Contract Series FA1001SPGAWA10; Guaranteed Destinations – Contract series FA1001FP5GD10, GA1001FP5GD10; 3-6-9 Year – Contract series FA1001SP3, FA1001SP6, FA1001SP9 or GA1001SP3, GA1001SP6, GA1001SP9

Commissions are expressed as a percentage of premiums paid unless otherwise noted. FLIC in its discretion may pay to any agent any commissions due the agent from the General Agent and set-off such payment or payments against any commissions due or to become due to the General Agent. Commissions are paid weekly as earned.

Commission Chargebacks

All withdrawals in the first policy year are subject to commission chargebacks including Required Minimum Distributions, regardless of whether withdrawal charges are incurred. Commission chargebacks will be applied due to the death of the owner only when funds are paid out of the contract within the chargeback period for deaths.

A) In the event an annuity contract has a partial or total withdrawal within one (1) year following the issue date, even after death, there will be a chargeback against commissions paid which is attributable to the amount withdrawn as follows: For issue ages 0-80, the commission chargeback during policy months 1 through 6 is 100%; for months 7 through 12 the chargeback is 50%. For issue ages 81 and over, the chargeback is 100% for months 1 through 12.

B) In the event an annuity contract has any withdrawal within two (2) years following the date any premium is received and applied to the contract, there will be a 100% chargeback against commissions paid which is attributable to premiums received within that two year period. The two year chargeback period is reduced to one (1) year following the date any premium is received and applied to the contract for any portion of a partial withdrawal not subject to withdrawal charges. In the event of death within one (1) year following the date any premium is received and applied to the contract, the commission chargeback is 100%.

C) In the event an annuity contract has a partial or total withdrawal within one (1) year following the issue date, even after death, there will be a chargeback against commissions paid which is attributable to the amount withdrawn as follows: For all issue ages, 100% for months 1 through 12.

Termination of the Agreement shall not terminate FLIC's right to chargeback commissions that were paid by FLIC under the terms of said Agreement.

Commission Hold Procedure

Delivery Receipts are required in all cases. When the initial premium for an annuity contract generates a commission greater than \$15,000, the portion of the commission that exceeds \$15,000 will be released thirty (30) days after the Batesville Administrative Office receives the signed Delivery Receipt.

No commission shall be paid on the sale of a policy which involves the total or partial replacement of a policy issued by FLIC, or any of its affiliates, unless specifically provided for in writing.

ACCEPTED AND AGREED TO:

Signature of General Agent

Date

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Please print or type

Name (See **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number								

or

Employer identification number								

List account number(s) here (optional)

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III 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. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding 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 2.)

Sign Here Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

Note: *If 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.*

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- 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 the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

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.

AGENT INDEBTEDNESS AGREEMENT

This Agent Indebtedness Agreement (this "Agreement"), effective as of [_____] is between BHC Marketing, Inc. ("BHC"), with its offices located at 1585 Sawdust Road, Ste. 130, The Woodlands, Texas 77380 and [_____] an individual or business (the "Agent"), including the down line hierarchy, if any. The Agent conducts business at the address set forth under such Agent's name on the signature page of this Agreement. BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

1. **Definitions.**

- a) "BHC Insurance Customer" means any insurance company with which BHC has contractually committed, either prior to or after the date of this Agreement, to recruit agents to market and sell insurance products on behalf of such insurance company and with which the Agent is not affiliated with through BHC prior to the execution of this Agreement.
- b) "BHC Insurance Customer Contract" means a contract to which the Agent and a BHC Insurance Customer are parties and under which the Agent is to market and sell insurance products on behalf of the BHC Insurance Customer and such BHC Insurance Customer is to compensate the Agent for such selling and marketing.

2. **Recitals.**

BHC is, and will be, a party to certain contracts with BHC Insurance Customers under which BHC recruits, and will recruit, agents for such BHC insurance Customers; and

The result of such recruiting may be a BHC Insurance Customer Contract; and

From time to time, BHC Insurance Customers, pursuant to a BHC Insurance Customer Contract, may advance commissions to the Agent, charge back commissions previously paid to the Agent, lend money to the Agent or agree to other terms under which the Agent will become indebted to the BHC Insurance Customer (the "Agent Indebtedness"); and

BHC may, from time to time, be asked by the BHC Insurance Customer to guarantee the Agent Indebtedness or to repay, on behalf of the Agent, the Agent Indebtedness; and

BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

3. **Repayment of Agent Indebtedness.** BHC and the Agent agree that the Agent is responsible for the Agent Indebtedness, that the Agent shall repay such Agent Indebtedness pursuant to the terms of the BHC Insurance Customer Contract or pursuant to any other agreement or arrangement between the Agent and the BHC Insurance Customer, and that, in the event BHC pays to the BHC Insurance Customer any amount of the Agent Indebtedness, the Agent shall reimburse BHC for such amount within 30 days after receipt of notice from BHC. The Agent agrees to pay all costs of collection, including attorney fees, incurred by Company or its successors or assigns in collecting any Agent indebtedness.
4. **Term.** This Agreement shall become effective on the date first above written and shall continue thereafter until terminated by BHC upon written notice to the Agent; provided, however, that upon such termination, the indemnification set forth in Section 6 shall survive such termination for the maximum period permitted by applicable law.
5. **Independent Contractor.** The Agent agrees that the Agent will perform all services under this Agreement and the BHC Insurance Customer Contract as an independent contractor. Nothing in the Agreement or in any BHC Insurance Customer Contract will be deemed to create an employer-employee, partnership, or joint venture relationship between BHC and the Agent.
6. **Indemnification.** The Agent agrees to indemnify and hold BHC, its successors and assigns, and their respective directors, officers, managers, stockholders, employees, agents and representatives and all of their respective heirs, legal representatives, successors and assigns ("BHC Parties") harmless from and against any damage, claim, liability, deficiency, loss, cost or expense (including reasonable attorney's fees and interest at the highest rate permitted by law) incurred by any of the BHC Parties arising out of or relating to any breach by the Agent or this Agreement or of any BHC Insurance Customer Contract. The Agent's obligation under this Section 6 shall survive the termination of this Agreement for the maximum period permitted by applicable law.

7. **Notices.** All notices to be given hereunder shall be in writing and personally delivered, sent by certified or registered mail, return receipt requested or delivered by a nationally recognized overnight express delivery service to BHC at the address set forth in the introductory paragraph of this Agreement or to the Agent at the address set forth under the Agent's name on the signature page of this Agreement, or to such other address as BHC or the Agent shall designate by notice given to the other in accordance with this Section 7.
8. **Assignment; Binding Agreement; No Third Party Rights.** BHC may assign or delegate all or part of its rights and assign or delegate all or part of its duties in this Agreement and the BHC Insurance Customer Contract by giving written notice to the Agent. The Agent may not assign or delegate any right or assign or delegate any duty described in this Agreement or in any BHC Insurance Customer Contract to which the Agent is a party without BHC's prior written consent. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and the BHC Parties and their respective heirs, legal representatives, successors and permitted assigns, any rights, benefits or obligations hereunder.
9. **Severability; Entire Agreement; Modification.** If any provision of the Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement contains the entire agreement of BHC and the Agent in respect of the subject matter hereof and cancels all prior agreements, oral or written, related to the subject matter hereof. This Agreement may not be modified except by an instrument in writing executed by BHC and the Agent.
10. **Applicable Law; Jurisdiction; Service of Process.** This Agreement will be deemed for all purposes to have been made and entered into in the State of Texas. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon BHC of the Agent under this Agreement will be governed by the laws of the State of Texas. Each of BHC and the Agent irrevocably (a) consents to the jurisdiction of the courts of the State of Texas and of any Federal courts located in the State of Texas in connection with any action, suit or other proceeding arising out of or relating to this Agreement or any act taken or omitted hereunder; (b) waives and agrees not to assert in any such action, suit or other proceeding that such party is not personally subject to the jurisdiction of such courts, that the action, suit or other proceedings is brought in an inconvenient forum or that the venue of the action, suit or other proceeding is improper; waives personal service of any summons, complaint or other process; and (d) agrees that the service thereof may be made by certified or registered mail directed to such party at such party's address for purposes of notices hereunder.
11. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

IN WITNESS WHEREOF, each of BHC and the Agent have executed this Agreement to be effective as of the date first set forth above.

BHC:
BHC Marketing, Inc.

By: _____
Lee R. Howard, CEO

AGENT:

Signature: _____

Print Name: _____

Address: _____

Email: _____