

Declarations

Effective: 02/10/2024

The Compliance Declarations are incorporated by reference into the IFP Agent Agreement. All agents must adhere to all of the provisions of both documents.

I agree to comply with the terms of the InteliOne Financial Partners, LLC ("IFP") sales and conduct guidelines and I acknowledge all of the following:

1. I have read and understand the provisions of the IFP Agent Agreement. I understand that I must comply with the terms of this Agreement and any Insurance Carrier guidelines in my business activities as an IFP Agent.
2. I understand that I am not an employee of IFP and my relationship with IFP is that of an independent contractor. Even though I may sometimes be given special titles or incorrectly referenced to as an employee by third parties, this will not change the fact that, by definition and by practice, I am an independent contractor. As an independent contractor, I understand that I will be responsible for paying for my own expenses as well as any and all federal, state, city or other taxes that may become payable with respect to any compensation I may receive from IFP.
3. I will not solicit sales of insurance or annuity policies, directly or indirectly, nor will I oversee other agents' solicitations, until I am licensed in the appropriate jurisdiction(s), properly appointed with the insurance carriers whose products I am soliciting, and covered by errors and omissions insurance.
4. I will not encourage or knowingly allow individuals to solicit or sell insurance or annuity policies without an insurance license. I understand that discussing specific companies, products, and features of products with potential clients or running insurance company illustration software for potential clients is considered solicitation.
5. I understand that I will not be paid or compensated for recruiting other agents. My sole compensation will be commissions paid by, or caused to be paid by, IFP pursuant to my agreement(s) with IFP, subject to the terms and conditions contained in the compensation guidelines, which are published by IFP. I also understand that there is no guarantee that I will earn income simply by entering into an Agreement with IFP.

6. I understand that, when recruiting agents, I should not say or imply to potential recruits that they will be paid or compensated for recruiting additional agents. In addition, I will not post “job offers” or imply that I am recruiting for salaried employee positions. In addition, I should not make any statements about my income or lifestyle that is likely to be interpreted as a representation or claim about the level of income or success one may attain by working with IFP.

7. I understand that any advertisements, sales literature, or presentation materials containing IFP trademarks, service marks or logos must be approved by IFP in writing prior to first use, even if I created the material, or if similar uses have been approved in the past. This includes but is not limited to advertisements, sales literature, presentation materials, training materials, newspaper ads, websites, radio ads, sales scripts, handouts, interest calculators, business cards, brochures, and flyers. You may not create your own sales materials using the IFP logo without the expressed written consent and permission from IFP. Failure to comply with this requirement may lead to termination of the IFP Independent Agent Agreement.

8. I understand that I may not use the offices, facilities, supplies, or any other property or resources of IFP for purposes unrelated to promoting the sales of products and services offered by IFP or its partner companies. This includes, but is not limited to, selling or soliciting products or services offered by an entity that is not in a business relationship with IFP, recruiting individuals to other unrelated business ventures, and any other unapproved activities which are competitive with the commercial and business interests of IFP.

9. I understand that IFP publishes guidelines and commission schedules from time to time on its secure website which relate to sales position designations, performance standards, commission rates, and other matters affecting the terms of compensation. IFP may, from time to time, in its sole discretion, increase or decrease the rates and amounts of commissions or the requirements for certain sales position designations; provided, however, that any such changes will only affect new business and any commissions earned thereafter. These changes will be updated on the IFP back office.

10. I understand that my commissions are a share of IFP commissions and that my commissions are not earned and payable to me until after: (1) the application is accepted by the applicable insurance company at its principal office; (2) actual payment for the same has been made by and received from the client; (3) IFP has actually received payment from the applicable insurance company; and (4) I am duly licensed and appointed in order to receive commissions.

11. For the purpose of calculating the commission obligations of IFP to an Agent, any offset and/or chargeback of commissions will be deemed as a negative commission reducing commissions earned by Agent.

12. I understand that advanced commission amounts are considered loans and that IFP reserves the right to hold any unearned commissions for a period of up to one year if; (1) I have not submitted business to IFP for a period of six months or more; (2) I am on administrative probation; (3) I have been terminated due to a violation of a statute or regulation, or a breach of this Agreement; or (4) I have resigned voluntarily and do not have enough earned commissions to offset potential chargebacks or advances.

13. I understand it is my responsibility and obligation to understand the features, advantages, and disadvantages of different products that insurance carriers offer to my clients. I further understand that the carriers will provide brochures and answer my telephone inquiries about their products and that I should utilize these resources when needed.

14. I should not represent to a client, or train other Agents to represent to a client, that a Life Insurance policy and/or an Annuity are a type of security or a bank savings plan. In addition, I should not state that Indexed products participate directly in the stock market.

15. I will not use or provide any policy illustrations except those expressly authorized by the applicable insurance carrier or IFP.

16. I understand that illustrations of an indexed policy are based on hypothetical rates, and illustrations for indexed products are hypothetical, which do not represent past or future results. I will not state or imply to clients that illustrations for indexed products reflect guaranteed results.

17. I will not recommend that clients borrow money, refinance or take equity from a client's home for the purpose of purchasing insurance or annuity products

18. If I am not a licensed securities representative, I will not provide investment advice or make statements about securities products that could be considered investment advice. I will not recommend that a client purchase, sell, liquidate, surrender, replace, or withdraw from a mutual fund, variable insurance product, stock, bond, or any other security to fund an indexed universal life policy. I will not recommend that a client liquidate a qualified plan to fund a life insurance or annuity policy

19. I acknowledge that I must disclose to clients that there may be tax consequences or early withdrawal penalties associated with selling or cashing in stocks, bonds, IRAs, certificates of

deposit, current annuities, or other assets to be used to purchase a new annuity. However, I will not provide or offer tax advice in regards to such tax consequences to the client at any time.

20. I understand that rollovers of 401Ks, IRAs, and other qualified accounts may have current or future tax consequences for the client that I may not be able to predict. Before a client transfers money from a qualified account, I will strongly urge the client to consult a tax professional. I will not provide or offer tax advice to the client at any time.

21. I acknowledge that the following statements are specifically prohibited by insurance carriers and/or state laws during sales presentations: (1) Annuities are 100% safe; (2) No one has lost money on an Annuity; (3) Annuities always have higher interest rates than CDs or other bank deposits; (4) Annuities are insured by the FDIC; (5) Annuities are insured by the federal government; and (6) No commission is paid on the sale of an Annuity.

22. I understand that, if appointed, my obligation is to be a representative for the insurance carriers looking out for the best interest of the insurance carriers. I will truthfully and fully complete the information on a life insurance or annuity application. I will not encourage a client to hide medical conditions, misrepresent medical conditions, or make false statements on an application.

23. I understand that, according to state insurance laws in most states, I am not a fee-based broker or advisor. I will not make statements that may lead potential clients to believe that the products I sell are the "lowest cost" or that my services are "free", as such statements can be misleading due to my role as an appointed representative for specific insurance companies.

24. I will obtain copies of the applicable replacement procedures and forms required under the insurance laws of the state(s) in which I have an insurance agent license and fully comply with disclosure requirements during the sales process. I understand that under state insurance laws, a "replacement" generally may include the purchase of a new policy where it is known, or should be known to the proposing agent that, by reason of the new policy, an existing policy has been or is to be lapsed, forfeited, surrendered, terminated, reduced, or borrowed against.

25. I will not make false or misleading statements or fail to state material facts in connection with a sale. Specifically, I will clearly disclose all applicable fees, surrender periods, and any other information that is required to be disclosed to the client prior to completing a sale.

26. I will only use medical examiners that are ethical and certified by the applicable insurance carriers.

27. I will promptly deliver all policies and promptly remit all premiums according to each insurance carrier's guidelines. I understand that commingling premiums or borrowing premium funds is absolutely prohibited and may subject me to loss of my license and criminal prosecution.

28. I will not falsify or forge a client's signatures or initials on an insurance application, even with the client's permission. I understand that I may be subject to both criminal and civil sanctions if I do so.

29. I will not borrow from, or lend money to, a client, agent, or any other person with whom I have a business relationship because of the inherent conflict of interest and the high potential of a dispute over unpaid loans.

30. If using calculators in a presentation to show the effect of compound interest, I will not : (1) use an exaggerated interest rate; (2) state or imply that insurance policies are an "investment product" or "savings plan"; (3) state or imply that past performance is a guarantee of future results; or (4) state or imply to a the client that calculators can be used in place of carrier illustrations, which account for fees and the cost of insurance.

31. I understand that it is my professional and legal obligation to safeguard any sensitive, private information of clients that I have in my possession. I will secure all sensitive and private information by taking measures such as shredding any unneeded documents, keeping printed client information in a locked file, and password protecting my computer equipment.

32. I understand that any failure to adhere to the provisions of the Agreement or the standards of conduct set forth above may result in: (1) administrative probation; (2) suspension and/or termination of my commission advances; (3) termination of my agreement(s) with IFP; and (4) if necessary, civil and/or criminal legal proceedings.