

## MARKETMAX INDEX™ ANNUITY

Flexible Premium Fixed and Indexed  
Deferred Annuity Contract  
Form Series ET-EIA-2000(06-04), ICC12-ET-EIA-2000(01-12)

## EquiTrust Life Insurance Company®

7100 Westown Parkway, Suite 200  
West Des Moines, Iowa 50266-2521  
(866) 598-3692 Fax: (515) 226-5103

[www.EquiTrust.com](http://www.EquiTrust.com)

Mailing Address: PO Box 14500  
Des Moines, Iowa 50306-3500

### DISCLOSURE STATEMENT

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Thank you for your interest in the MarketMax index annuity. MarketMax is a flexible premium fixed and indexed deferred annuity which is intended to be a long-term financial contract. You may cancel your annuity Contract within a certain number of days of your receipt to receive a complete refund of your premium.

Some features of this annuity may not be available in all states and may vary by state. If you have any questions, please contact your representative or EquiTrust Life Insurance Company ("the Company") for details. This form is not intended to be a complete explanation of your annuity. **Please refer to your Contract for complete details.**

### INTEREST CREDITING

When you purchase a MarketMax Index Annuity Contract, you can choose different accounts for your money. Each account earns interest differently. Ask your agent/producer for the current rates on these accounts. You may make your allocation elections on the last page of this document. Your Accumulation Value is the total of the individual Account Accumulation Values for the accounts you select.

#### Fixed Rate Account

- **1-Year Interest Account** – The fixed rate is guaranteed for one contract year. On contract anniversaries the rate may change subject to the contractual Minimum Guaranteed Interest Rate. The Minimum Guaranteed Interest Rate is 1.0%. All subsequent premiums received are applied to this account until the contract anniversary, then allocated per your instructions.

#### Index Accounts

A wide variety of index accounts offer earnings – called "index credits" – based on the changes of a specified index. For greater accumulation potential, some index accounts feature higher rates in exchange for a 1.00% annual fee. Credits for index-based accounts are added to accounts at the contract's anniversary. Cap and participation rates are reset annually. All index accounts fall under two general strategies:

- **1-Year Point-to-Point Cap Index Accounts** – Index credits are based on the percentage change in the underlying index from the previous contract anniversary, up to a specified cap.
- **1-Year Point-to-Point Participation Index Accounts** – Index credits are based on the percentage change in the underlying index from the previous contract anniversary, multiplied by the participation rate.

#### Non-fee Based Index Accounts

- **1-Year Point-to-Point Cap Index Account (S&P 500 Index)**
- **1-Year Point-to-Point Participation Index Account (S&P MARC 5% Index)**

#### Rate Buy-Up Index Accounts

Allocations directed to the Rate Buy-Up Accounts offer the advantage of greater growth potential due to enhanced caps and participation rates. A 1.00% fee is deducted from the account value at the beginning of each contract year, based only on the allocation to Rate Buy-Up Accounts. The initial charge occurs on the contract effective date. The 1.00% annual fee will not change for the duration of the contract. If the index credits for a given contract year are less than the fee, the account value allocated to the Rate Buy-Up Account may decrease.

- **1-Year Point-to-Point Cap Index Account (S&P 500 Index)**
- **1-Year Point-to-Point Participation Index Account (S&P 500 Index)**
- **1-Year Point-to-Point Participation Index Account (Barclays Focus50 Index)**
- **1-Year Point-to-Point Participation Index Account (S&P MARC 5% Index)**

The maximum premium allowed is \$1,000,000 without Home Office approval. All subsequent premium(s) will be allocated to the 1-Year Interest Account at the time of receipt. On each Contract Anniversary, the Accumulation Value associated with any premium received since the prior Contract Anniversary will be reallocated among the Accounts according to your most recent instructions.

You may transfer amounts between Accounts without a Surrender Charge or MVA. Transfers are allowed each Contract year. A written request for transfer must be received prior to the Contract Anniversary. Transfers are subject to minimums.

## LIQUIDITY FEATURES AND IMPORTANT TERMS

You may receive partial surrenders or periodic income payments from your annuity by submitting a request acceptable to the Company. When you make withdrawals, surrender or annuitize your annuity, the amount withdrawn will not be credited with any index return in the current Indexing Period. Withdrawals do not participate in any index gains during the Contract Year of the withdrawal.

**You may be subject to a 10% Federal penalty tax if you make withdrawals or surrender your annuity before age 59½.**

**Penalty-Free Withdrawals** - Each Contract Year after the first, you may withdraw up to 10% of the Accumulation Value after the most recent Contract Anniversary without being subject to a Surrender Charge or MVA. If the Contract is subsequently surrendered during the Contract Year, the Surrender Charge and MVA will be applied to any previously uncharged Partial Surrender amounts taken in the same Contract Year.

**Partial and Full Surrenders** – Any withdrawal over the 10% penalty-free amount will be subject to surrender charges and a Market Value Adjustment. In the event of a full surrender, you will receive the cash surrender value of your contract as a lump sum.

- **Surrender Charges** – This annuity product is a long-term contract with substantial penalties for early surrender. A surrender charge is assessed, according to the schedule below, on any amount withdrawn as a partial or full surrender that is in excess of the penalty-free amount. The surrender charges are for 10 years and decline as follows:

YEAR	1	2	3	4	5	6	7	8	9	10
%	9.0%	8.0%	7.0%	6.5%	5.5%	4.5%	3.5%	2.5%	1.5%	0.5%

- **Market Value Adjustment** – We may make a Market Value Adjustment (MVA) on amounts withdrawn or surrendered from this Contract. It may result in either an increase or a decrease to the amount withdrawn or surrendered. A MVA will be made only when a Surrender Charge is deducted. Generally, the MVA decreases the Accumulation Value surrendered when interest rates rise, and increases it when interest rates fall. The MVA will not reduce the amount surrendered below the Minimum Guaranteed Contract Value.
- **Cash Surrender Value** – The Cash Surrender Value equals the greater of (a) the Minimum Guaranteed Contract Value; or (b) the Accumulation Value less any applicable Surrender Charge, and adjusted for any applicable MVA, determined as of the date of surrender. The Minimum Guaranteed Contract Value will be 87.5% of Premium(s) Paid, less any partial withdrawals, plus interest earned at a rate no lower than 1% and no higher than 3%. Once your Contract is issued, your Minimum Guaranteed Contract Rate will not change.

**Annuitization** – You may choose to have the proceeds of this Contract paid under a payment option on your income date. This is called annuitizing your Contract. When you annuitize, you can choose from several options, including income for life and/or a specified period of years. Once you annuitize your Contract, you may not surrender it or have access to any values of your annuity, other than your income payments.

**Nursing Home Waiver Rider** – After the first Contract Year, you may make a partial or a full surrender without incurring a Surrender Charge or MVA if you become confined to a Hospital or Nursing Care Center for at least 90 consecutive days.

**Terminal Illness Rider** – In the event that you become terminally ill, you may access up to 75% of your Contract's Accumulation Value without a Surrender Charge. A waiting period may apply.

**Death Benefit** – The death benefit is equal to the Accumulation Value.

## INDEX INFORMATION AND DISCLOSURES

Any examples of historical performance of an Index should not be considered a representation of future performance of the Index. Future performance of an Index may be greater or less than any index performance shown in connection with the sale and issue of your annuity Contract. Your Index Credits are based not only on the index, but also on the Participation Rate or Index Cap.

### INDEX INFORMATION

S&P MARC 5% Excess Return Index

Ticker: SPMARC5P

Website: spindices.com

Barclays Focus50 Index

Ticker: BXIIF50E

Website: indices.barclays/Focus50

The “S&P Multi-Asset Risk Control 5% Excess Return Index” and “S&P 500<sup>®</sup> Indices (“Indices”) are products of the S&P Dow Jones Indices LLC or its affiliates (“SPDJI”) and have been licensed for use by EquiTrust Life Insurance Company (“the Company”). Standard & Poor’s<sup>®</sup> and S&P<sup>®</sup> are registered trademarks of Standard & Poor’s Financial Services LLC (“S&P”); Dow Jones<sup>®</sup> is a registered trademark of Dow Jones Trademark Holdings LLC (“Dow Jones”); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by the Company. The products are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, or their respective affiliates and none of such parties make any representation regarding the advisability of investing in such product(s) nor do they have any liability for any errors, omissions, or interruptions of the indices.

Neither Barclays Bank PLC, or Barclays Capital Inc., nor any affiliate (collectively “Barclays”) is the issuer or producer of MarketMax Index – an index annuity contract – (“the contract”) and Barclays has no responsibilities, obligations or duties to investors in the contract. The Barclays Focus50 Index (“the Index”) including as applicable any component indices that form part of the Index is a trademark owned by Barclays Bank PLC, or Barclays Capital Inc., and is licensed for use by EquiTrust Life Insurance Company (“EquiTrust”) as the Issuer of the contract. While EquiTrust as the issuer of the contract may for itself execute transaction(s) with Barclays in or relating to the Index in connection with the contract investors acquire the contract from EquiTrust and investors neither acquire any interest in the Index nor enter into any relationship of any kind whatsoever with Barclays upon making an investment in the contract. The contract is not sponsored, endorsed, sold or promoted by Barclays and Barclays makes no representation regarding the advisability of the contract or use of the Index or any data included therein. Barclays shall not be liable in any way to the Issuer, investors or to other third parties in respect of the use or accuracy of the Index or any data included therein.

Bloomberg Index Services Limited is the official index calculation and maintenance agent of the Index, an index owned and administered by Barclays, Bloomberg Index Services Limited does not guarantee the timeliness, accurateness, or completeness of the Index calculations or any data or information relating to the Index. Bloomberg Index Services Limited makes no warranty, express or implied, as to the Index or any data or values relating thereto or results be obtained therefrom, and expressly disclaims all warranties of merchantability and fitness for a particular purpose with respect thereto. To the maximum extent allowed by law, Bloomberg Index Services Limited, its affiliates, and all of their respective partners, employees, subcontractors, agents, suppliers and vendors (collectively, the “protected parties”) shall have no liability or responsibility, contingent or otherwise, for any injury or damages, whether caused by the negligence of a protected party or otherwise, arising in connection with the calculation of the Index or any data or values included therein or in connection therewith and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages.

### OTHER NOTES

- The MARKETMAX INDEX ANNUITY is backed by the financial strength of the Company. It is not guaranteed by any bank and is not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the federal government.
- Funded plans under the Employee Retirement Income Security Act of 1974 (ERISA) may not be used with this annuity.
- This material is provided by EquiTrust Life Insurance Company (“EquiTrust”), which issues annuity contracts that are generally described in this material. EquiTrust is not undertaking to provide investment advice for any individual or any individual situation, and you should not look to this material for any investment advice.

## INITIAL PREMIUM ALLOCATION – REQUIRED

<b>1-Year Interest Account</b>	_____ %
<b>Non-Fee Based Index Accounts</b>	
1-Year Point-to-Point Cap Index Account (S&P 500 Index)	_____ %
1-Year Point-to-Point Participation Index Account (S&P MARC 5% Index)	_____ %
<b>Rate Buy-Up Index Accounts</b>	
1-Year Point-to-Point Cap Index Account (S&P 500 Index)	_____ %
1-Year Point-to-Point Participation Index Account (S&P 500 Index)	_____ %
1-Year Point-to-Point Participation Index Account (Barclays Focus50 Index)	_____ %
1-Year Point-to-Point Participation Index Account (S&P MARC 5% Index)	_____ %
<b>Total</b>	<b>100%</b>
Allocations must equal 100%. Percentages must be whole percentages.	

**If this annuity is replacing an existing annuity, it is important that you compare the two, taking into account whatever charges you may incur on the surrender of the existing annuity and your need to access your funds. For information about your existing annuity, contact the issuing company.**

The insurance agent/producer is appointed to represent the Company and is approved to provide services to you on our behalf. The insurance agent/producer will be compensated by us in connection with any business placed with our Company.

**Applicant Statement:**

By signing below, I acknowledge that I have read, or have been read, this document and understand I am applying for an indexed annuity. I also acknowledge that the annuity meets my financial objectives. The agent has not made statements which differ from this disclosure document and no promises or assurances have been made about the future equity values of the contract. I have received a copy of this document, as well as any advertisement that was used in connection with the sale of this annuity. I understand this is not a registered security and that while the values of the contract may be affected by an external index, the contract does not directly participate in any stock or equity investments. Other than the minimum guaranteed values, there are no guarantees, promises, or warranties. I have read the Important Notice Regarding Sales to Military Personnel, if applicable.

\_\_\_\_\_  
Owner(s)/Applicant(s) Signature                      Date

\_\_\_\_\_  
Owner(s)/Applicant(s) Name (please print)

\_\_\_\_\_  
Owner Social Security Number

\_\_\_\_\_  
Owner Daytime Telephone Number

\_\_\_\_\_  
Joint Owner(s)/Applicant(s) Signature                      Date

\_\_\_\_\_  
Joint Owner(s)/Applicant(s) Name (please print)

\_\_\_\_\_  
Joint Owner Social Security Number

\_\_\_\_\_  
Joint Owner Daytime Telephone Number

**Agent/Producer Statement:**

By signing below, I acknowledge I have reviewed this document with the applicant. I certify that a copy of this document, as well as any advertisement used in connection with the sales of this annuity, has been provided to the applicant. I have not made statements that differ in any significant manner from this material. I have not made any promises or guarantees about the future value of any non-guaranteed elements. I have provided the client the Important Notice Regarding Sales to Military Personnel, if applicable.

\_\_\_\_\_  
Signature of Agent/Producer                      Date

\_\_\_\_\_  
Agent/Producer Name & Number (please print)

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Deferred Annuity Contract  
Form Series ET-EIA-2000(06-04), ICC12-ET-EIA-2000(01-12)

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- **1-Year Point-to-Point Participation Index Accounts** – Index credits are based on the percentage change in the underlying index from the previous contract anniversary, multiplied by the participation rate.

#### Non-fee Based Index Accounts

- **1-Year Point-to-Point Cap Index Account (S&P 500 Index)**
- **1-Year Point-to-Point Participation Index Account (S&P MARC 5% Index)**

#### Rate Buy-Up Index Accounts

Allocations directed to the Rate Buy-Up Accounts offer the advantage of greater growth potential due to enhanced caps and participation rates. A 1.00% fee is deducted from the account value at the beginning of each contract year, based only on the allocation to Rate Buy-Up Accounts. The initial charge occurs on the contract effective date. The 1.00% annual fee will not change for the duration of the contract. If the index credits for a given contract year are less than the fee, the account value allocated to the Rate Buy-Up Account may decrease.

- **1-Year Point-to-Point Cap Index Account (S&P 500 Index)**
- **1-Year Point-to-Point Participation Index Account (S&P 500 Index)**
- **1-Year Point-to-Point Participation Index Account (Barclays Focus50 Index)**
- **1-Year Point-to-Point Participation Index Account (S&P MARC 5% Index)**

The maximum premium allowed is \$1,000,000 without Home Office approval. All subsequent premium(s) will be allocated to the 1-Year Interest Account at the time of receipt. On each Contract Anniversary, the Accumulation Value associated with any premium received since the prior Contract Anniversary will be reallocated among the Accounts according to your most recent instructions.

You may transfer amounts between Accounts without a Surrender Charge or MVA. Transfers are allowed each Contract year. A written request for transfer must be received prior to the Contract Anniversary. Transfers are subject to minimums.

## LIQUIDITY FEATURES AND IMPORTANT TERMS

You may receive partial surrenders or periodic income payments from your annuity by submitting a request acceptable to the Company. When you make withdrawals, surrender or annuitize your annuity, the amount withdrawn will not be credited with any index return in the current Indexing Period. Withdrawals do not participate in any index gains during the Contract Year of the withdrawal.

**You may be subject to a 10% Federal penalty tax if you make withdrawals or surrender your annuity before age 59½.**

**Penalty-Free Withdrawals** - Each Contract Year after the first, you may withdraw up to 10% of the Accumulation Value after the most recent Contract Anniversary without being subject to a Surrender Charge or MVA. If the Contract is subsequently surrendered during the Contract Year, the Surrender Charge and MVA will be applied to any previously uncharged Partial Surrender amounts taken in the same Contract Year.

**Partial and Full Surrenders** – Any withdrawal over the 10% penalty-free amount will be subject to surrender charges and a Market Value Adjustment. In the event of a full surrender, you will receive the cash surrender value of your contract as a lump sum.

- **Surrender Charges** – This annuity product is a long-term contract with substantial penalties for early surrender. A surrender charge is assessed, according to the schedule below, on any amount withdrawn as a partial or full surrender that is in excess of the penalty-free amount. The surrender charges are for 10 years and decline as follows:

YEAR	1	2	3	4	5	6	7	8	9	10
%	9.0%	8.0%	7.0%	6.5%	5.5%	4.5%	3.5%	2.5%	1.5%	0.5%

- **Market Value Adjustment** – We may make a Market Value Adjustment (MVA) on amounts withdrawn or surrendered from this Contract. It may result in either an increase or a decrease to the amount withdrawn or surrendered. A MVA will be made only when a Surrender Charge is deducted. Generally, the MVA decreases the Accumulation Value surrendered when interest rates rise, and increases it when interest rates fall. The MVA will not reduce the amount surrendered below the Minimum Guaranteed Contract Value.
- **Cash Surrender Value** – The Cash Surrender Value equals the greater of (a) the Minimum Guaranteed Contract Value; or (b) the Accumulation Value less any applicable Surrender Charge, and adjusted for any applicable MVA, determined as of the date of surrender. The Minimum Guaranteed Contract Value will be 87.5% of Premium(s) Paid, less any partial withdrawals, plus interest earned at a rate no lower than 1% and no higher than 3%. Once your Contract is issued, your Minimum Guaranteed Contract Rate will not change.

**Annuitization** – You may choose to have the proceeds of this Contract paid under a payment option on your income date. This is called annuitizing your Contract. When you annuitize, you can choose from several options, including income for life and/or a specified period of years. Once you annuitize your Contract, you may not surrender it or have access to any values of your annuity, other than your income payments.

**Nursing Home Waiver Rider** – After the first Contract Year, you may make a partial or a full surrender without incurring a Surrender Charge or MVA if you become confined to a Hospital or Nursing Care Center for at least 90 consecutive days.

**Terminal Illness Rider** – In the event that you become terminally ill, you may access up to 75% of your Contract's Accumulation Value without a Surrender Charge. A waiting period may apply.

**Death Benefit** – The death benefit is equal to the Accumulation Value.

## INDEX INFORMATION AND DISCLOSURES

Any examples of historical performance of an Index should not be considered a representation of future performance of the Index. Future performance of an Index may be greater or less than any index performance shown in connection with the sale and issue of your annuity Contract. Your Index Credits are based not only on the index, but also on the Participation Rate or Index Cap.

### INDEX INFORMATION

S&P MARC 5% Excess Return Index

Ticker: SPMARC5P

Website: spindices.com

Barclays Focus50 Index

Ticker: BXIIF50E

Website: indices.barclays/Focus50

The "S&P Multi-Asset Risk Control 5% Excess Return Index" and "S&P 500<sup>®</sup> Indices ("Indices") are products of the S&P Dow Jones Indices LLC or its affiliates ("SPDJI") and have been licensed for use by EquiTrust Life Insurance Company ("the Company"). Standard & Poor's<sup>®</sup> and S&P<sup>®</sup> are registered trademarks of Standard & Poor's Financial Services LLC ("S&P"); Dow Jones<sup>®</sup> is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by the Company. The products are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, or their respective affiliates and none of such parties make any representation regarding the advisability of investing in such product(s) nor do they have any liability for any errors, omissions, or interruptions of the indices.

Neither Barclays Bank PLC, or Barclays Capital Inc., nor any affiliate (collectively "Barclays") is the issuer or producer of MarketMax Index – an index annuity contract – ("the contract") and Barclays has no responsibilities, obligations or duties to investors in the contract. The Barclays Focus50 Index ("the Index") including as applicable any component indices that form part of the Index is a trademark owned by Barclays Bank PLC, or Barclays Capital Inc., and is licensed for use by EquiTrust Life Insurance Company ("EquiTrust") as the Issuer of the contract. While EquiTrust as the issuer of the contract may for itself execute transaction(s) with Barclays in or relating to the Index in connection with the contract investors acquire the contract from EquiTrust and investors neither acquire any interest in the Index nor enter into any relationship of any kind whatsoever with Barclays upon making an investment in the contract. The contract is not sponsored, endorsed, sold or promoted by Barclays and Barclays makes no representation regarding the advisability of the contract or use of the Index or any data included therein. Barclays shall not be liable in any way to the Issuer, investors or to other third parties in respect of the use or accuracy of the Index or any data included therein.

Bloomberg Index Services Limited is the official index calculation and maintenance agent of the Index, an index owned and administered by Barclays, Bloomberg Index Services Limited does not guarantee the timeliness, accurateness, or completeness of the Index calculations or any data or information relating to the Index. Bloomberg Index Services Limited makes no warranty, express or implied, as to the Index or any data or values relating thereto or results be obtained therefrom, and expressly disclaims all warranties of merchantability and fitness for a particular purpose with respect thereto. To the maximum extent allowed by law, Bloomberg Index Services Limited, its affiliates, and all of their respective partners, employees, subcontractors, agents, suppliers and vendors (collectively, the "protected parties") shall have no liability or responsibility, contingent or otherwise, for any injury or damages, whether caused by the negligence of a protected party or otherwise, arising in connection with the calculation of the Index or any data or values included therein or in connection therewith and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages.

### OTHER NOTES

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## INITIAL PREMIUM ALLOCATION – REQUIRED

<b>1-Year Interest Account</b>	_____ %
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1-Year Point-to-Point Cap Index Account (S&P 500 Index)	_____ %
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<b>Total</b>	<b>100%</b>
Allocations must equal 100%. Percentages must be whole percentages.	

**If this annuity is replacing an existing annuity, it is important that you compare the two, taking into account whatever charges you may incur on the surrender of the existing annuity and your need to access your funds. For information about your existing annuity, contact the issuing company.**

The insurance agent/producer is appointed to represent the Company and is approved to provide services to you on our behalf. The insurance agent/producer will be compensated by us in connection with any business placed with our Company.

**Applicant Statement:**

By signing below, I acknowledge that I have read, or have been read, this document and understand I am applying for an indexed annuity. I also acknowledge that the annuity meets my financial objectives. The agent has not made statements which differ from this disclosure document and no promises or assurances have been made about the future equity values of the contract. I have received a copy of this document, as well as any advertisement that was used in connection with the sale of this annuity. I understand this is not a registered security and that while the values of the contract may be affected by an external index, the contract does not directly participate in any stock or equity investments. Other than the minimum guaranteed values, there are no guarantees, promises, or warranties. I have read the Important Notice Regarding Sales to Military Personnel, if applicable.

\_\_\_\_\_  
Owner(s)/Applicant(s) Signature                      Date

\_\_\_\_\_  
Owner(s)/Applicant(s) Name (please print)

\_\_\_\_\_  
Owner Social Security Number

\_\_\_\_\_  
Owner Daytime Telephone Number

\_\_\_\_\_  
Joint Owner(s)/Applicant(s) Signature                      Date

\_\_\_\_\_  
Joint Owner(s)/Applicant(s) Name (please print)

\_\_\_\_\_  
Joint Owner Social Security Number

\_\_\_\_\_  
Joint Owner Daytime Telephone Number

**Agent/Producer Statement:**

By signing below, I acknowledge I have reviewed this document with the applicant. I certify that a copy of this document, as well as any advertisement used in connection with the sales of this annuity, has been provided to the applicant. I have not made statements that differ in any significant manner from this material. I have not made any promises or guarantees about the future value of any non-guaranteed elements. I have provided the client the Important Notice Regarding Sales to Military Personnel, if applicable.

\_\_\_\_\_  
Signature of Agent/Producer                      Date

\_\_\_\_\_  
Agent/Producer Name & Number (please print)



