## DISCLOSURE STATEMENT FOR RECOMMENDATIONS OF ANNUITIES TO IRA AND QUALIFIED PLAN OWNERS

These disclosures are being provided in connection with recommendations by Agent to the Qualified Plan or IRA owner to purchase an annuity contract:

- The annuity contract is identified as \_\_\_\_\_\_ and the insurance company issuing the contract is \_\_\_\_\_\_.
- Agent is appointed with the insurance company to sell the contract that is being recommended. The agent is independent of the Insurance Company and its affiliates.
- The commission to be paid to the agent by the insurance company in connection with the retirement investor's purchase of the recommended contract is:
  - % of the gross annual premium payment for the first year of the contract; and
  - \_\_% of the gross annual premium payments for each succeeding year of the contract.
- The charges, fees, discounts, penalties or adjustments which may be imposed under the recommended contract in connection with the purchase, holding, exchange, termination or sale of the contract are:
  - •
  - •
- ➤ The following are material conflicts of interest relevant to the services provided by, and actions taken by, Agent in relation to the Qualified Plan or IRA Owner's investment decision.
  - <u>*Payment of commission*</u>: The insurance company pays agent a commission at the time you pay your premium, and at the time of any subsequent renewal. If you do not acquire the annuity, no commission will be paid to Agent (or to any other person or entity).
  - •
  - •

In the event of a dispute between the parties regarding the transaction disclosed hereby, such dispute shall be resolved by binding arbitration. By signing this Disclosure Statement, Qualified Plan or IRA Owner agrees as follows:

This Agreement contains a binding, pre-dispute arbitration clause that may be enforced by the parties. By signing the Agreement, Qualified Plan or IRA Owner agrees as follows:

- All parties to this Disclosure Statement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the insurance industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible in arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Disclosure Statement.

Any controversy arising out of or relating to any account from its inception, any business, transactions or relationships Qualified Plan or IRA Owner has now, had in the past or may in the future have with Agent, its current and/or former officers, directors, partners, agents, affiliates and/or employees, this Disclosure Statement, or to the breach thereof, or transactions or accounts maintained by Qualified Plan or IRA Owner with any Agent, any supervisory entity for Agent, predecessor or successor firms by merger, acquisition or other business combinations shall be settled by arbitration in accordance with the rules and procedures of the American Arbitration Association then in effect. Qualified Plan or IRA Owner's demand for arbitration shall be made within the time prescribed by those rules and will be subject to the applicable state or federal statutes of limitations as though filed in court. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Disclosed and agreed by Agent:

Name

Date

Signature

## ACKNOWLEDGMENT BY QUALIFIED PLAN OR IRA OWNER

The undersigned represents and acknowledges that he/she:

- is the Qualified Plan or IRA owner;
- has received the foregoing information;
- approves the purchase of the insurance contract on behalf of the Qualified Plan or IRA; and
- acknowledges and agrees to the arbitration provision.

Received, approved and agreed by Qualified Plan or IRA Owner:

Name

Date

Signature

<u>Note</u>: The purpose of this disclosure form is to provide important information for the Qualified Plan or IRA owner to consider in determining whether to purchase an individual fixed rate annuity with the Qualified Plan or IRA assets. In that regard, the information is also intended to satisfy the requirements and conditions of U.S. Department of Labor Prohibited Transaction Exemption 84-24.

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## DISCLOSURE STATEMENT FOR RECOMMENDATIONS OF ANNUITIES TO IRA OWNERS

These disclosures are being provided in connection with recommendations by Agent to the IRA owner to purchase an annuity contract:

- The annuity contract is identified as Income 150+ and the insurance company issuing the contract is \_\_\_\_\_Global Atlantic \_\_\_\_\_.
- Agent is affiliated with the insurance company whose contract is being recommended.
- The commission to be paid to the agent by the insurance company in connection with the retirement investor's purchase of the recommended contract is:
  - 7.00% of the gross annual premium payment for the first year of the contract; and
  - 0% of the gross annual premium payments for each succeeding year of the contract.
- > The charges, fees, discounts, penalties or adjustments which may be imposed under the recommended contract in connection with the purchase, holding, exchange, termination or sale of the contract are:
  - 10,9,8,7,6,5,4,3,2,1,0 % (declining over 10 years)
  - •
- > The following are material conflicts of interest relevant to the services provided by, and actions taken by, Agent in relation to the IRA Owner's investment decision.
  - <u>Payment of commission</u>: The insurance company pays agent a commission at the time you pay your premium, and at the time of any subsequent renewal. If you do not acquire the annuity, no commission will be paid to Agent (or to any other person or entity).

Add any other comments you deem necessary