



Training

It is the financial professional's responsibility to comply with all initial and continuing education requirements for each state in which the financial professional maintains an insurance license, as well as any federal requirements that may apply. In addition to basic continuing education requirements, some states have additional education requirements, including training on certain categories of insurance products or on topics such as suitability. If new requirements are established, we will work to notify our appointed financial professionals, but it is your responsibility to know the requirements. It is also your responsibility to ensure that you complete any training required by Revol One Insurance Company (referred to herein by its marketing name, "Revol One Financial"). Training required by Revol One Financial and/or state or federal law include, but are not limited to, Anti-Money Laundering Training (every 2 years), as well as NAIC Model Regulation Training.

Licensing, Contracting and Appointment

State insurance departments regulate licensing and appointment requirements. You should be familiar with the requirements of each state in which you conduct business.

Financial Professional's Agreement

Any financial professional who is seeking an appointment with Revol One Financial must complete an application for appointment and contracting. You must answer all questions truthfully, completely, and accurately. Once executed, the application becomes part of your Financial Professional's Agreement ("Agreement") and any misrepresentation of facts may be grounds for termination of the Agreement. Also note that you should self-report certain adverse actions taken against you to Revol One Financial. Your authority to act on behalf of Revol One Financial under your Agreement is subject to a number of terms and conditions. You should read your Agreement carefully and fully understand it.

Licensing and Appointment

You are authorized to sell only those insurance products that have been approved for sale by the applicable state insurance authority and for which you are properly licensed. It is your responsibility to follow the appointment and solicitation guidelines established in each state in which you hold an insurance license.

Although certain states authorize solicitation of insurance products prior to the state's final approval of appointment, there may be rules regarding the timing of the submission of the first application, and it is important that you familiarize yourself with Revol One Financial's products, procedures, and guidelines prior to taking any applications.

Appointment with Revol One Financial is contingent upon a clear Vector One report (i.e. no reported outstanding debt owed to other insurance carriers) and a background check showing no past or current felony convictions. In addition, the following items are among the issues reviewed when considering appointment:

- Two or more bankruptcies in the last seven years or outstanding collection matters greater than \$20,000
- Public criminal records
- Two or more foreclosures in the last 10 years

These and other matters may require additional disclosure and/or written explanation for appointment consideration.

Financial professional's having written complaints within the last six months that do not have conclusive results of the outcome of the complaint will be required to wait six months before the application for appointment will be considered.

Sharing Commissions

Any commission or other compensation cannot be split or shared with an unlicensed person or entity who was not engaged in the sale, solicitation, or negotiation of insurance business.

You should never act as a "surrogate" for a non-licensed or non-appointed financial professional. This means that if you sign the annuity application as the financial professional, you must have been the financial professional who met with the client and sold the product.

Termination

Revol One Financial will process terminations of appointments according to regulatory requirements, as well as Revol One Financial requirements. The reason(s) for a termination may also be provided to appropriate regulatory agencies as required by such agencies.

Solicitation

Below are some basic reminders on appropriate solicitation of clients:

- Do not solicit a Revol One Financial product in a state in which Revol One Financial has not yet released the product for sale.
- Seek information from the client that will assist in making recommendations that will further their goals and objectives.
- Use only Revol One Financial-approved marketing materials and illustrations when selling a Revol One Financial product.
- Fully explain the annuity being sold.
- Very clearly explain the differences between the guaranteed and non-guaranteed elements of the product, if any.
- It is critical to complete all required product training before any discussion with a client regarding the sale of a product.

Anti-Money Laundering and OFAC

Financial professionals play an important role in preventing money laundering and other financial risks. You will be asked to obtain certain information about new consumers and verify their identity.

Money laundering is the practice of engaging in financial transactions to conceal the identity, source, or destination of illegally gained funds or the process of taking the proceeds of criminal activity and making them appear legal. You should watch for suspicious activity or red flags, and report any activity that may be related to money laundering or any other financial crime.

In addition to preventing Anti-Money Laundering (AML), Revol One Financial also complies with requirements of The Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury. OFAC administers and enforces U.S. economic and trade sanctions. Revol One Financial monitors the OFAC list with regards to applicants and contract owners.

Know Your Customer

Financial professionals are required to meet “Know Your Customer” requirements as part of each annuity application. This means that you must validate the identity of each applicant by collecting sufficient personal information to identify the applicant, as well as understand basic financial information and establish the primary reason for purchasing the product. The financial information and reason for purchase help validate that the purchase is being made for a legitimate purpose and support the appropriateness of the sale.

You must familiarize yourself with documents that verify the identity of different types of applicants, including individuals, businesses, trusts, and custodians. For individuals, documentation must be in the form of an official, unexpired government issued identification document with a photo of the applicant, such as a driver’s license or a passport. If Revol One Financial is unable to form a reasonable belief as to the true identity of the customer: (1) we may not issue a policy or contract; (2) we may close an account; and/or (3) determine if it is necessary to file a suspicious activity report (“SAR”) in accordance with applicable laws and regulations.

AML Red Flags

The list below provides examples of various “red flags” that may cause you to suspect money laundering. The list is meant to provide you with examples of suspicious activity, but it is not an exhaustive list. You should report any suspicious activity, even if the activity does not involve one of the red flags mentioned below, to Revol One Financial’s Compliance team at compliance-inbox@RevolOneFinancial.com.

Common “red flags” for money laundering include:

- The proposed purchase is inconsistent with the consumer’s needs or exceeds the consumer’s known means.
- Unusual payment methods, such as multiple cashier’s checks or money orders that may be designed to avoid reporting requirements.
- A check or wire transfer payable through a non-U.S. bank.
- Early termination of a product, especially when it comes at a cost to the consumer (e.g. significant surrender charges apply).
- Request for a distribution or refund to be directed to an unrelated third party. (Important Note: Revol One Financial does not permit distribution payments to unrelated third parties.)
- Pattern of early surrender or returns during the “free look” period.
- Consumer is more interested in early termination features rather than performance of the product.
- Consumer is reluctant to provide identifying information

- Consumer has sudden extensive transfer activity without a legitimate purpose.
- Consumer is the subject of news reports indicating possible criminal, civil or regulatory violations.

Reporting Suspicious Activity

Financial Professionals who observe the occurrence of any AML “red flags” must report the activity to Revol One Financial’s Compliance Team at compliance-inbox@RevolOneFinancial.com. You should not disclose to a consumer or any other person, that a red flag has been reported.

Forms of Payment

Revol One Financial has rules regarding the types of payment that we will accept for premium payments.

The following forms of payment are **acceptable**:

- Cashier’s checks from a U.S. bank when the remitter on the cashier’s check is the applicant/contract owner.
- Third party checks that originate from an insurance company, U.S. financial institution or pension plan, and are endorsed over to Revol One Financial.
- Personal checks – must be from a U.S. bank account with the name and address of the applicant/contract owner preprinted on the front of the check.
- Rollover checks and transfer checks (including those connected to a 1035 exchange) received from a U.S. insurance company or U.S. financial institution.
- Wire transfers from a U.S. bank where the originator is the applicant/contract owner
- Credit card payments (allowed only on certain products)

The following forms of payment are **not acceptable** and will not be accepted by Revol One Financial:

- Cash (Currency) in any amount
- Checks made payable to cash
- Money Orders
- Traveler’s checks
- Checks or wire transfers originating from a non-U.S. bank
- Check or wire transfer where the financial professional is the originator (except when the financial professional is the applicant/contract owner)
- Personal checks or cashier’s checks not made payable to Revol One Financial
- Checks drawn on the account of an unrelated party (i.e. not the applicant/contract owner)
- Starter or temporary checks without the preprinted name of the applicant/owner

If an applicant/contract owner provides you with a form of payment that is not permitted, you should return it to the applicant/contract owner immediately, and you should notify the Revol One Financial Compliance team at compliance-inbox@RevolOneFinancial.com. If an unacceptable form of payment is received by Revol One Financial, it will be returned to the appropriate party.

Complaints

Customers may, from time to time, be unsatisfied with their experience, and desire to submit a complaint to Revol One Financial and/or an insurance regulator. A complaint is defined as “a written communication primarily expressing a grievance.” An oral communication is not a complaint, unless later converted to written form. Complaints may come from various sources, including policy owners,

annuitants, beneficiaries, and other individuals on behalf of a customer, including regulators, attorneys, financial professionals, Attorneys-in-Fact, or custodians.

Complaint Procedure and Process

Any complaint received by a financial professional regarding Revol One Financial products should immediately be forwarded to Revol One Financial's Compliance Team. Revol One Financial maintains a written log of all complaints and has a regulatory obligation to maintain accurate records of all complaints. Please be aware that a financial professional should not engage in settlement discussions regarding a Revol One Financial product without first receiving approval from Revol One Financial.

Revol One Financial will notify the applicable financial professional of complaints received if the complaint involves allegations about the financial professional. In these instances, we require the financial professional to provide a written response to the complaint within five (5) business days and provide all materials used in the sales process. Requests for statements are sent via email. A copy of the request will also be sent to any applicable general agent, agency, or marketing organization involved in the sale.

The Revol One Financial Compliance team will review and respond to all complaints. Financial professionals should feel free to continue working with the complainant; however, complainant questions regarding complaints should be directed to Revol One Financial.

Revol One Financial is committed to handling complaints in a thorough, fair, expeditious and courteous manner in accordance with applicable laws, rules, and regulations.

Conflicts of Interest

It is important for financial professionals to realize that various agreements or transactions with clients may be inappropriate or even unlawful. With regard to transactions involving Revol One Financial customers, please note the following:

- You must not be or become the owner or beneficiary of a customer's annuity unless it is purchased and/or owned by a close family member.
- You must not be or become the holder of a Power of Attorney (POA) over the property of a customer, particularly if such power is exercisable with respect to a Revol One Financial annuity.

Additionally, the following transactions between Revol One Financial financial professionals and customers are prohibited:

- Lending money to a customer
- Borrowing money from a customer
- Commingling your funds with those of a customer
- Making any unauthorized transactions, including the submission of applications contrary to the wishes of the customer

Customer Signatures

Financial professionals are not permitted under any circumstance to sign a customer's name on Revol One Financial documents on the customer's behalf, even if it is with the customer's authorization. Signing a customer's name will subject the financial professional to disciplinary action by Revol One Financial, up to and including termination of appointment. This includes applications, disclosures, illustrations, delivery receipts and any other forms associated with the annuity. Financial professionals also are not permitted under any circumstance to call, email or otherwise communicate with Revol One Financial and falsely represent to be the annuity contract owner.

Customer Funds

Funds collected on behalf of Revol One Financial, including the initial premium and any other requested funds (e.g., 1035 exchange or other transfer funds), must be submitted to Revol One Financial immediately after receipt. Revol One Financial does not allow premiums to be paid from the financial professional's account. Do not co-mingle customer funds with your funds. Financial professionals are expected to maintain adequate records and procedures to ensure proper handling of customer funds.

Replacements

In considering any replacement recommendation, the needs and objectives of the customer must be considered. A replacement of an annuity occurs when:

- A client applies for a Revol One Financial annuity; and
- The client owns an existing annuity, including an annuity issued by Revol One Financial; and
- The financial professional knows, or should know, that an existing annuity has been or will likely be surrendered or partially surrendered.

This applies even if an existing life insurance policy is being replaced by an annuity. This also applies not just to full surrenders of existing annuities, but it also extends to new annuities purchased with any funds (e.g., withdrawals or partial surrenders) from existing annuity contracts.

In order to determine if a replacement is beneficial to the client, you and your client together should consider all aspects of the proposed new annuity compared to the old annuity, as well as the financial needs and objectives of the client. If the benefits of the proposed replacement appear to be in the best interest of the client on both a short-term and long-term basis, the replacement may be justified. With each replacement transaction, a financial professional should be able to show that alternatives to replacement were discussed with the client and that there is a benefit to the client from the replacement recommendation. Before recommending a replacement, always obtain proper documentation regarding the existing annuity. This may include an in-force illustration or annual statement.

The financial professional should take all relevant factors into consideration, including the following:

Annuity to Annuity

- Surrender charges incurred if current annuity contract is replaced
- Market Value Adjustment on surrendered annuity contract
- Surrender charges of proposed annuity contract (duration and amount)
- Guaranteed and non-guaranteed values
- Death benefit provisions
- “Free” withdrawal amounts and limitations
- Financial status of client
- Retirement income needs of client
- Liquidity needs of client
- Flexibility of income/annuitization provisions
- Available riders and their associated costs/benefits
- Use of 1035 exchange process to prevent taxable gain, preserve carryover of cost basis

Life Insurance to Annuity

- Purpose for the proposed annuity
- Beneficiaries will likely receive substantially less upon death of insured
- Loss of tax-free death benefit
- Loss of non-taxable (FIFO) withdrawals
- Clear disclosure of annuity surrender charges/other liquidity limitations
- Use of 1035 exchange process to prevent taxable gain, preserve carryover of cost basis

You should always consider whether alternative solutions to your client’s needs and objectives will work instead of replacing existing coverage.

Revol One Financial takes its replacement monitoring responsibilities seriously. We review replacement cases during the new business process, and we examine the information provided on the application, as well as any additional details you provide. We may request additional information, and in some cases, we may decline to issue the annuity. We also monitor replacement activity for signs of inappropriate replacements, including twisting and churning, and will address as needed. As part of our process, we may request additional information from the financial professional, such as further explanation of why the financial professional recommended the replacement, along with relevant documentation.

Errors & Omissions Insurance

At the time of contracting and appointment with Revol One Financial, you must provide proof of your current in-force Errors & Omissions (E&O) coverage that is acceptable to us. We require proof that (1) the coverage is provided through an insurance carrier acceptable to us; (2) the individual financial professional has coverage (as opposed to a related entity), (3) the policy provides coverage for the sale and servicing of annuity products and (4) the coverage amounts provided are at least \$1 million per claim / \$1 million annual aggregate per financial professional.

It is required that you maintain your E&O coverage in force while you have an active appointment with Revol One Financial. We may, from time to time, request proof that your E&O coverage has remained in force for the entirety of your appointment. Failure to maintain E&O coverage while appointed with Revol One Financial may result in termination of your appointment.

Sales Practices

The following activities are prohibited and may result in disciplinary action up to and including termination of your appointment.

Illegal Sales Methods

Financial professionals must not engage in any sales tactics that involve illegal, abusive, or coercive sales methods. For example, a financial professional should not create a false sense of urgency by stating that an annuity is a “limited offer” and “you must act now”, or make exaggerated statements such as failing to purchase an annuity will result in “financial disaster” in order to make a sale

Competition

A financial professional should not disparage any insurer, its products or another financial professional in the course of selling Revol One Financial products. Neither may any financial professional misrepresent an insurer’s financial strength. Any comparisons with other insurers’ products must be complete, accurate and truthful.

Misrepresentation

Financial professionals should never misrepresent provisions of an annuity, including but not limited to crediting rates, strategy options, contract length, surrender charge schedules, non-guaranteed elements and death benefits. Financial professionals should use only marketing materials that have been created or approved by Revol One Financial for Revol One Financial products.

Rebating

Rebating is illegal in most states and prohibited by Revol One Financial in all states. It involves the return of value of any kind by the financial professional to the customer in connection with the purchase of an annuity. Nothing outside the annuity contract may be used as an inducement for the consumer to purchase an annuity contract. Transactions that may be considered rebating include but are not limited to:

- Any gift designed to induce a purchase
- Return/Sharing of commissions
- Payment by the financial professional of all or part of any premium

Anti-rebating statutes are designed to (1) prevent the creation of competitive disadvantages among insurers and financial professionals by creating a level playing field, and (2) protect insurance consumers and the public at large from unfairly discriminatory rates and practices by ensuring that an insurance policy’s written terms are applied consistently to all policyholders.

Financial Exploitation and Abuse of Seniors and other Vulnerable Persons

As a financial professional, it is important for you to be aware of how to recognize financial exploitation.

Potential Indicators of Financial Exploitation:

Various suspicious activities (“red flags”) may help you recognize possible financial exploitation of clients who are seniors or other vulnerable persons. The mere presence of a red flag by itself does not necessarily indicate financial exploitation. The red flags discussed below are warning signs that may warrant additional scrutiny.

- The client engages in activity that is not consistent with expected behavior or past behavior. For example, the client takes several withdrawals within a brief time period in amounts that are not

consistent with any prior withdrawal activity or that show a disregard for applicable surrender charges.

- The client requests a withdrawal or surrender where the funds will be used by an individual other than the client.
- The client requests a wire transfer when the client does not seem to know where the money is going or what a wire transfer is.
- The client requests a change of beneficiary to their caregiver or attorney-in-fact under a Power of Attorney.

Red flags of possible financial exploitation also include the following interactions you may have with a caregiver, attorney-in-fact, or other individual:

- The individual shows excessive interest in the client's finances or assets, does not allow the client to speak for himself or herself, or is reluctant to leave the client's side during conversations.
- The client or individual acting on behalf of the client seems to speak in a scripted manner when attempting to obtain a withdrawal, surrender or transfer.
- The client shows an unusual degree of fear or submissiveness toward the individual.
- The client expresses a fear of eviction from his or her home, or a fear of nursing home placement, if money is not given to a caregiver.
- A new caregiver, relative, or friend suddenly attempts to conduct financial transactions on behalf of the client without proper documentation.
- The client or individual acting on behalf of the client requests a change of beneficiary, especially to the individual acting on behalf of the client or to a family member of such individual.
- The client's financial management changes suddenly, such as changing of Power of Attorney to a different family member or a new individual.
- The client lacks knowledge about his or her financial status or shows a sudden reluctance to discuss financial matters.

If you suspect or have concerns that financial exploitation may be occurring, please contact Revol One Financial's Compliance Department at compliance-inbox@revolonefinancial.com.

Privacy and Data Protection

Customers have the right to expect that the information we receive from them will be used only in connection with their application for an annuity, as well as the subsequent servicing of any annuity that we issue. They expect that their information will be protected from unauthorized use, and from others who should not have access to their personal information. Therefore, we are committed to protecting the confidentiality of each of your clients' personal, non-public information as they become our customers.

Likewise, you have the following fundamental obligations:

- Protect non-public personal information of our customers
- Implement internal controls to ensure the confidentiality and security of customer information is not breached.
- Notify Revol One Financial's Compliance Team at compliance-inbox@RevolOneFinancial.com immediately if a Revol One Financial customers' data is compromised.
- Secure all documents, desktop computers, laptops and additional resources used to store non-public personal information.

Non-Resident Sales

A “non-resident sale” occurs whenever a customer purchases an annuity contract outside his or her state of residence. It is likely that at some point you will find an opportunity to sell an annuity contract to an individual who is not a resident of the state in which you are located or conduct business. In these situations, you must comply with the following guidelines and requirements:

- Disclose to Revol One Financial the location of solicitation, application, and delivery
- Provide evidence that the applicant/owner was in the non-resident state for reasons other than solely to purchase an annuity contract when solicited.
- Complete Form RO-NONRESINFO (Non-Resident Information Sheet) to state the reason(s) the applicant/owner was in the non-resident state at the time of solicitation.
- Solicitation, application and policy/contract delivery must occur in the same state.

The following are generally acceptable reasons for both the solicitation and sale to occur in the non-resident state:

- A second home owned by the applicant
- Business dealings in the state by the applicant
- Employment in the non-resident state

The following may, depending on the situation, be acceptable reasons for both the solicitation and sale to occur in the non-resident state:

- Regular business dealings
- Former residence with regular visits to family/friends

The following are prohibited practices:

- Do not advise a prospect who is a resident of one state to travel to another state due to product availability.
- Do not submit an application indicating that it was signed in a state in which it was not completed and signed.

Based on Revol One Financial’s current interpretation of applicable state regulations and bulletins, the following states prohibit sales of insurance products to their residents outside of their state of residence, regardless of the circumstances of the case or the connection to the non-resident state:

- Arkansas,
- Massachusetts
- Minnesota
- Mississippi
- Utah
- New York
- Washington
- Wisconsin

Note - Arkansas residents may purchase an annuity in Mississippi or Tennessee. Mississippi residents may purchase an annuity in Arkansas or Tennessee. Producers must have a non-resident license in the applicant's state of residence.

If a non-resident application is submitted for a resident of one of these states, it will be declined.

The rules regarding non-resident sales can be complicated, especially in cases where the applicant/owner and annuitant are different persons. It may be difficult to determine (1) where the solicitation took place, (2) which state's rules should apply, and (3) which state's forms should be used. If you have questions about how to proceed in such cases, please contact the Revol One Financial's Compliance Department to discuss the case.

Suitability

Please see Revol One Financial's Suitability Guidelines.