



# LINCOLN Contracting Checklist

Agent/ Agency: \_\_\_\_\_

Direct Upline: \_\_\_\_\_ Agent #: \_\_\_\_\_

### Documents To Be Completed & Returned:

- Training Requirements Acknowledgement
- Professional Profile [LA02296]
- Fair Credit Reporting Act Disclosure & Authorization [LA02298]
- Producer Agreement [BJ-02300]
- Anti-Money Laundering Compliance [LA06554]
- Authorization for Pre-Authorized Deposits [GB02303] w/Voided Check (REQUIRED)
- Agreement with Business Associate Regarding Use & Disclosure of Consumer Health and Financial Information
- W-9 Form
- Individual State License(s)
- Corporate State License(s) (If Applicable)
- Proof of E&O
- Financial Owner Assignment [BJ-02305] (OPTIONAL)
- Annualization Supplement [BJ-03318] (OPTIONAL)

### I AM INTERESTED IN BEING CONTRACTED FOR...

- Life Products       MoneyGuard Products       Annuity Products

#### SEND TO:

**Mail:** Attention: Life Licensing  
 American Brokerage Services  
 803 East Willow Grove Avenue  
 Wyndmoor, PA 19038  
**Email:** lifesubmission@absgo.com  
**Fax:** (215) 233-3140



# Training Requirements Acknowledgement

ABS is dedicated in aiding our agents in the ability to provide their clients with the best possible service. In order to provide the best quality services in the simplest and timeliest manner, we request that our agents complete all necessary training listed below. Failure to complete these requirements may result in CARRIER rejection of business or require resubmission of newly dated client applications.

**Agents are responsible for any/all necessary:**

❖ **CARRIER specific training.**

❖ **STATE product training.**

*Each state handles these requirements differently. If your state (or the state you are writing business in) requires product training, NO new business applications can be dated/submitted prior to completing the necessary training.*

❖ **ANNUITY CE (Continuing Education) CREDIT requirements.**

❖ **AML (Anti-Money Laundering) TRAINING requirements.**

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*If you are unsure of any necessary training/requirements, call your ABS Sales Representative immediately.*

I, \_\_\_\_\_, verify that I understand the above requirements. I also verify that I am aware that incompleteness of any of the above may result in interruption/rejection (by the CARRIER) in any business I may submit. I acknowledge that I may also be required to personally provide proof of above said training/requirements, should the CARRIER request.

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Signature

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Date

**A. Personal Information**

Male  Female

Full Name: \_\_\_\_\_ Nickname: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Business Street: \_\_\_\_\_  Suite  Floor \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email address: \_\_\_\_\_

Home Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Physical Address Required

May we publish your name in Company publications?  Yes  No If no, is recognition (awards, conference) acceptable?  Yes  No

Federal and state laws prohibit discrimination in contracting because of race, color, religion, age sex, national origin, or disability.

**B. Contracting As**  Individual or  Corporation

**C. Errors and Omissions Insurance (E&O) Coverage Attestation (Required)**

I am currently covered under professional liability insurance (referred to as Errors & Omissions coverage) with (E&O Carrier Name) \_\_\_\_\_

As a requirement of my contract with The Lincoln National Life Insurance Company, Lincoln Life & Annuity Company of New York, and any affiliates ("Lincoln"), coverage will be maintained for at least \$1 Million per act and per aggregate\* and include the sales and service of insurance products sold under my contract with Lincoln. By signing the part E. authorization below, I attest to the above and I agree to promptly notify Lincoln of any cancellation or major modifications to my coverage including a change in carrier. I agree to provide Lincoln with any requested documentation of coverage prior to initial contracting and as may be requested by Lincoln in the future.

\*If you are or become FINRA registered with a Lincoln Broker-Dealer, there are different E&O requirements and the above does not apply.

**D. Licenses Held**

List states in which you wish to be appointed: \_\_\_\_\_

NPN: \_\_\_\_\_

FINRA License  Yes  No CRD# \_\_\_\_\_ Broker/Dealer \_\_\_\_\_ Tax ID: \_\_\_\_\_

**E. Please read and answer each question. Attach a written explanation, including date of the event and date of discharge, for any yes answers. If anything occurs, which results in a change to any of your answers, you must notify Lincoln, in writing, within 30 days of the occurrence.**

- |  | Yes                      | No                       |
|--|--------------------------|--------------------------|
| 1. Are you now or have you ever been the subject of any complaint, investigation, or proceeding by any Insurance Department, the SEC, or any federal or state regulatory agency?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you ever been convicted of or pleaded guilty or nolo contendere to a felony or misdemeanor other than a traffic offense?   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are you currently, or have you ever been involved in a bankruptcy (personal or any business in which you had control or an ownership interest), pending litigations in which you are a defendant, had a salary garnished or had liens or judgments against you? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Are you currently, or have you ever been the subject of any customer complaint or complaint or proceeding by any securities, insurance or commodities regulatory body or organization?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Have you ever had your contract, appointment or employment arrangement terminated or have you been permitted to resign from any insurance company or other financial services employer for any reason other than low production?                                | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are you currently, or have you ever been refused a license to sell insurance or been refused membership in any securities regulatory body or organization or had a license suspended or revoked by any securities and/or State Insurance Department?            | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Are you currently a party or in the past ten years, have you been a party to any lawsuit, arbitration or civil litigation?  | <input type="checkbox"/> | <input type="checkbox"/> |

By signing below, I certify that the foregoing answers are true and correct to the best of my knowledge and belief. I also give The Lincoln National Life Insurance Company and its affiliates permission to investigate as necessary to verify this information and to share the information with parties recruiting and recommending my appointment unless I direct you otherwise. This authorization, in original or copy form, is valid now or any time in the future.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Applicant Personal E-mail: \_\_\_\_\_

(This will be used by the Lincoln National Life Insurance Company to communicate personal and confidential background investigation questions or decisions with you in relation to your initial application for contracting or appointment.)

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

LA02296

LLA1105-0103

**Disclosure Of Use Of Consumer Reports**

As part of the appointing and/or contracting process, The Lincoln National Life Insurance Company and its affiliates (hereinafter, Lincoln), request consumer reports on prospective producers. From time to time after appointing and/or contracting, Lincoln reserves the right to request consumer reports on its producers in connection with their contracts or new appointments. Occasionally, Lincoln requests investigative consumer reports, which include personal interviews with sources such as your neighbors, friends, associates and/or former employers. Consumer reports and investigatory consumer reports may include information about any or all of the following: your character, general reputation, personal characteristics, mode of living, education, past employment, credit report, professional credentials or driving and criminal record. If we request an investigative report, we are required by the Fair Credit Reporting Act to notify you within three days after the report is requested, and if you make a written request, we are obligated to disclose to you within five days the nature and scope of the investigation requested. Consumer reports and investigative consumer reports, as well as other information in your file, may be shared among Lincoln Financial Group and its affiliates and parties recruiting and recommending your appointment unless you direct otherwise.

**California, Minnesota and Oklahoma applicants and residents:** I have the right to request a copy of any report obtained by Lincoln from a consumer reporting agency by initialing here \_\_\_\_\_ (initial only if you wish to receive a copy)

**Minnesota applicants only:** I understand that I may request a complete and accurate disclosure of the nature of any report obtained by Lincoln.

**New York applicants only:** I acknowledge that I have received the attached copy of Article 23A of New York's Correction Law. I further understand that upon request I will be advised if any investigative consumer reports are requested and provided the name and address of the consumer reporting agency, and I may receive a copy of any report by contacting said agency.

**Massachusetts and New Jersey applicants only:** I have the right to request an investigative consumer report from a consumer reporting agency.

**Washington state applicants only:** I understand I have the right to request from the consumer reporting agency a written summary of my rights and remedies under the Washington Fair Credit Reporting Act.

**Authorization**

I authorize The Lincoln National Life Insurance Company and its affiliates to request and obtain one or more consumer reports and/or investigative consumer reports about me for appointing and/or contracting purposes, and to share such information within Lincoln Financial Group and its affiliates as well as with parties recruiting and recommending my appointment unless I direct you otherwise.

Name (Sign): \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

# NEW YORK CORRECTION LAW ARTICLE 23-A

## A COPY OF THIS LAW IS BEING PROVIDED TO YOU IN CONJUNCTION WITH OUR ORDERING BACKGROUND REPORTS ON YOU.

### New York Bus Code §380-c(b)(2) and 380-g(d)

**§750. Definitions.** For the purposes of this article, the following terms shall have the following meanings:

- (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

**§751. Applicability.** The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

**§752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.** No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individuals having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of 'good moral character' when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

**§753. Factors to be considered concerning a previous criminal conviction; presumption.** 1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.
- (f) The seriousness of the offense or offenses.
- (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
- (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

**§754. Written statement upon denial of license or employment.** At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

**§755. Enforcement.** 1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

## PRODUCER AGREEMENT

AGREEMENT by and between The Lincoln National Life Insurance Company, an insurance company organized and existing under the laws of the State of Indiana and Lincoln Life & Annuity Company of New York, an insurance company organized and existing under the laws of the State of New York, and any affiliate or subsidiary, and any subsequent affiliate or subsidiary designated hereafter from time to time by notice (hereinafter collectively referred to as the “Company,” “Companies” or “Lincoln” and \_\_\_\_\_ (the “Producer”).

*(Name of Organization or Individual)*

WHEREAS, Lincoln is the issuer of life insurance, annuities and other insurance products (the “Policy” or “Policies”), which are more particularly described in this Agreement in Schedule A1/B1, (which is made part of this Agreement) as may be amended by Lincoln at anytime; and,

WHEREAS, Lincoln proposes to have the Producer sell the Policies; and

WHEREAS, the Producer’s classification is reflected in the Producer’s Compensation Plan or Schedule C, if any. Lincoln may reclassify the Producer from time to time. The Producer will be notified of any such reclassification prior to the effective date of the new classification. Any change to a different level typically would be based on announced or required production levels, but may also be based on other considerations such as changes in field management or organization, or changes in marketing strategy. The new classification will apply to business produced after the effective date of the Producer’s reclassification.

NOW THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto agree as follows:

1. **Appointment of the Producer.** Lincoln hereby appoints the Producer to:
  - (a) solicit sales of the Policies in all jurisdictions in which the Policies may legally be issued using forms, rates and guidelines provided by the Company; and in which the Producer is properly licensed under state law and appointed under existing Company guidelines;
  - (b) promptly deliver the Policies when the conditions governing such delivery have been met;
  - (c) collect the initial modal premium necessary to place in force or to reinstate the Policies in the form of a check payable to the Company;
  - (d) service the policyowner (may also be referenced as “policyholder”); and
  - (e) recruit, and recommend the appointment to Lincoln, persons and organizations meeting the Company standards for holding a Producer Agreement.
2. **Company Independence.** Each life insurance company’s products are separately underwritten and are the sole obligation of the issuing insurer. The life companies are members of Lincoln Financial Group. Lincoln Financial Group is the marketing name for the Lincoln National Corporation and its subsidiaries. Lincoln National Corporation is not responsible for financial obligations of these Companies.
3. **Independent Contractors.** The Producer is an independent contractor with respect to Lincoln, and nothing in this Agreement shall create or be construed to create the relationship of employer and employee between Lincoln and the Producer. The Producer shall, in its sole discretion, select the persons from whom it will solicit applications for Policies, as well as the time, manner and place of solicitation.
4. **Limitation of Authority.** The Producer’s authority shall extend no further than stated in this Agreement. The Producer shall not:
  - (a) make, waive, or change any questions, statements, or answers on any application for a Producer Agreement, this Agreement itself or any application for the Policies, the terms of any receipt given thereon, or the terms of the Policies;
  - (b) extend the time for payment of premiums or waive any premiums, or forfeiture or guarantee dividends, earnings or rates, or estimate future interest, mortality or expense factors except through the use of authorized illustrations and projections approved by Lincoln;
  - (c) deliver the Policies unless the health of the Insured(s), Owner(s), or Annuitant(s) is substantially unchanged from the date of the application;
  - (d) incur any debts or liabilities for or against the Company;
  - (e) receive any money for the Company except premiums as authorized in Section 1(c) above, in the form of a check payable to the Company;
  - (f) misrepresent, or fail to disclose accurately, the terms or nature of the Company’s Policies;
  - (g) pay any premiums on the Policies other than the Producer’s own or the Producer’s immediate family members;
  - (h) solicit business in a state where the Policies are not approved for sale;
  - (i) solicit business in a state where the Producer is not listed by the state;
  - (j) share any part of management compensation with producers recruited by or assigned to the Producer;
  - (k) violate any published Lincoln policy or procedure relating to STOLI (or any other investor owned or originated life insurance or annuity) sales and viatical/life settlements; and

(l) enter into any proceeding in a court of law or before a regulatory agency in the name of or on behalf of Lincoln.

Nothing in this Agreement shall create or be construed to create any exclusive authority to represent Lincoln or to effect sales of Policies with respect to a specific geographic territory or otherwise.

5. **The Policies.** The Policies issued by Lincoln to which this Agreement applies are listed in Schedule A1/B1. Schedule A1/B1 may be amended from time to time by Lincoln. Lincoln in its sole discretion and without notice to the Producer, may suspend sales of any Policies or may amend any Policies or contracts evidencing such Policies.

6. **Licensing.** The Producer shall at all times when performing functions under this Agreement, be validly licensed in the states and other local jurisdictions that require such licensing or registration in connection with the Producer's sales activities. Lincoln will, at its option and in its sole discretion, pay state insurance producer appointment fees and any renewals thereof during the term of this Agreement, and the Producer shall be responsible for the payment of all resident and non-resident state insurance license fees and any renewals thereof, as may be necessary to sell or solicit the sale of Policies. Lincoln shall have the sole discretion to appoint, refuse to appoint, or discontinue or terminate the appointment of any person as a producer of Lincoln.

If the Producer is not an individual, then the Producer shall also assist Lincoln in the appointment of its representatives under the applicable insurance laws to sell the Policies. The Producer shall submit the required license/appointment papers for all applicants as insurance producers of Lincoln. All such licensing/appointment papers shall be submitted to Lincoln or its duly appointed producer. Notwithstanding such submission, Lincoln shall have sole discretion to appoint, refuse to appoint, or discontinue or terminate the appointment of any representative as a producer of Lincoln.

7. **Compliance.** The Producer agrees to comply with all applicable local, state and federal laws and with all rules and regulations of the regulatory agencies having jurisdiction with respect to the sales of the Policies. The Producer agrees to abide by the terms and conditions of this Agreement, the Producer's Compensation Plan or Schedule C, if any, the Market Conduct Manual, and any rules relating to the Company's business as may be published, or contained on the Company's Web site, from time to time.

8. **The Violent Crime Control and Law Enforcement Act.** The Producer represents and warrants to Lincoln that neither the Producer, nor any producer, employee or representative of the Producer providing services according to the terms of this Agreement has been convicted of any felony involving dishonesty or breach of trust under any state or federal law. The Producer agrees to defend and indemnify Lincoln with respect to any action brought against Lincoln to the extent that such action is based upon a claim that the engagement by Lincoln of the Producer or any such producer, employee or representative of the Producer violated any state or federal proscription against such engagement, including but not limited to The Violent Crime Control and Law Enforcement Act of 1994, as may be amended.

9. **Confidential Information and Protection of Non-Public Personal Information.** The Producer and Lincoln agree to maintain the other party's Confidential Information (defined below) in strict confidence and in a manner to safeguard against unauthorized access, disclosure, use, destruction, loss or alteration in accordance with the Gramm-Leach-Bliley Act, Regulation S-P, the relevant state and federal regulations pursuant thereto and state privacy laws (all the foregoing referred to as "Privacy Law").

(a) "Confidential Information" shall mean (1) any data or information that is proprietary to the disclosing party and not generally known to the public, whether in tangible or intangible form, including, but not limited to, any information relating to a party's marketing strategies, business systems, databases, and (2) any customer or consumer specific data deemed to be "non-public personal information" under the Privacy Law.

(b) Specifically, with regard to non-public personal information, the Producer and Lincoln agree that they are prohibited from using consumer or customer non-public personal information other than (1) to execute the terms and conditions of this Agreement as permitted by the Privacy Law or (2) as required by state or federal law, regulation or rule. The Producer and Lincoln agree not to disclose consumer or customer non-public personal information to any third parties without prior written permission of the disclosing party. The Producer and Lincoln shall promptly report to the other party any unauthorized disclosure or use of any Confidential Information of which it becomes aware.

(c) Upon request, the Producer and Lincoln shall return to the other party or destroy (and provide an appropriate written destruction certificate) all Confidential Information in its possession or control. No disclosure by the Producer or Lincoln of Confidential Information of such party to the other party shall constitute a grant to the other of any interest or right whatsoever in such Confidential Information, which shall remain the sole property of the disclosing party.

(d) The Producer and Lincoln have the right to make reasonable requests to inspect, during normal business hours, the other's facilities, data and records, associated audit reports, summaries of test results or equivalent measures taken by a party to ensure compliance with the Privacy Law for the purposes of verifying that the confidentiality provisions of this Agreement are being complied with. This section shall survive the termination of this Agreement.



10. **Investigations; Customer Complaints.** The Producer agrees to cooperate fully in any insurance or other regulatory or judicial investigation or proceeding arising in connection with the Policies, Company, or Producer. The Producer shall permit appropriate federal and state insurance and other regulatory authorities to audit the Producer's records and shall furnish the foregoing authorities with any information which such authorities may request in order to ascertain whether the Producer is complying with all applicable laws and/or regulations. The Producer shall promptly notify the Company of any customer complaints with respect to the Policies and to cooperate with Company in resolving all customer complaints with respect to the Policies, or Producer.
11. **Books and Records.** The Producer shall maintain thorough and correct books, accounts and records of all transactions covered by this Agreement as required by applicable laws and regulations. The Producer shall preserve and hold all documents, correspondence and records that come into the Producer's possession or control relating to the Policies as long as the Policies remain in force. The books, accounts and records of the Producer shall clearly and accurately disclose the nature of details of the Producer's activities related hereto. The Producer shall take appropriate action to keep confidential all information obtained pursuant to this Agreement (including, without limitation, names of purchasers of the Policies) as set forth under Section 9. The Company shall have access to all books, accounts and records of the Producer, its employees, or producers assigned to it. This section shall survive termination of this Agreement.
12. **Sales Practices.** The Producer shall be responsible for offering the Policies for sale in accordance with all Lincoln rules and procedures then in effect. All applications for the Policies shall be made on application forms supplied by Lincoln and all payments collected by the Producer shall be remitted promptly in full, without deduction or setoff, together with such application forms and any other required documentation, including temporary insurance agreements, directly to Lincoln at the address indicated on such application or to such other address as Lincoln may, from time to time, designate in writing. The Producer shall review all such applications for completeness and suitability. Checks in payment on any Policy shall be drawn to the order of "The Lincoln National Life Insurance Company," or "Lincoln Life & Annuity Company of New York," as applicable. All applications are subject to acceptance or rejection by Lincoln at its sole discretion. All records of information obtained hereunder by the Producer shall not be disclosed or used except as expressly authorized herein, and the Producer will keep such records and information confidential, to be disclosed only as authorized or if expressly required by federal or state regulatory authorities.
13. **Sales Promotion Materials and Advertising.** "Sales Promotion Material" and "Advertising" are defined as material designed to create public interest in the Policies, or to induce the public to purchase, increase, modify, reinstate or retain a Policy, including:
- (a) printed and published material, audiovisual material, descriptive literature used in direct mail, newspapers, magazines, radio and television scripts, billboards, and similar displays;
  - (b) descriptive literature and sales aids of all kinds, including circulars, leaflets, booklets, depictions, illustrations and form letters, whether in the form of computer software or printed materials; and
  - (c) material used for training and education which is designed to be used or is used to induce the public to purchase, increase, modify, reinstate, or retain a Policy.
- The Producer shall be provided with illustrations relating to the Policies and such other material as Lincoln determines to be necessary or desirable for use in connection with sales of the Policies. No sales promotion materials or any advertising relating to the Policies shall be used by the Producer unless the specific item has been approved in writing by Lincoln. While Lincoln stationary may be made available to the Producer, it is to be used only when promoting the Company's products exclusively.
- In addition, the Producer shall not print, publish or distribute any advertisement, circular or any document relating to Lincoln unless such advertisement, circular or document shall have been approved in writing by Lincoln.
14. **Company Property.** The Producer agrees that all policyholder files, lists of policy owners or insured persons, records and premium accounts are the property of Lincoln, and may be audited or inspected as Lincoln may require. All computer software containing the rates and values of products issued by Lincoln, all Lincoln rate books, computer printouts, forms, policies, brochures, sales promotion materials, whether in hard copy or computer format, containing the name/logo of Lincoln or any affiliated company remains the property of Lincoln and are furnished to the Producer in confidence, and the Producer agrees to refrain from reproducing, publishing or disclosing such material other than in the ordinary course of business or with the written consent of Lincoln. The Producer further agrees that all such property shall be returned to Lincoln upon demand or upon termination of this Agreement. Upon termination of this Agreement for any reason, the Producer further agrees not to use any such material for his/her commercial purposes or for that of any other entity.
15. **E & O Coverage.** The Producer shall maintain errors and omissions insurance in an amount and with a company satisfactory to Lincoln. Lincoln may require evidence satisfactory to it that such coverage is in force, and the Producer shall give Lincoln prompt written notice of any notice of cancellation or change of coverage.

16. **Territory.** This Agreement does not confer any exclusive right or territory upon the Producer and the Company reserves the right:
- (a) to appoint additional individuals or organizations which hold a Producer's Agreement in such locale who also shall have the right to recommend appointment of Producers by the Company;
  - (b) to establish and maintain other or additional offices in the same locale; and
  - (c) to appoint Producers in such locale as recommended by others.
17. **Producer Compensation Plan or Schedule C.** Lincoln may establish, maintain, and publish a Producer Compensation Plan or Schedule C for each classification of Producer. Each such Producer Compensation Plan or Schedule C, if any, may be amended from time to time at Lincoln's sole discretion. The terms and conditions of the Producer Compensation Plan or Schedule C, if any, that are for the Producer's current classification are made a part of this Agreement by reference.
18. **Compensation.**
- (a) **Commissions.** The Producer shall be compensated in accordance with the terms of this Agreement, the Schedule of Commissions set forth in Schedule A1/B1 and the Producer Compensation Plan or Schedule C, if any, for the Producer's classification. Commissions shall accrue only after issuance and delivery of the Policy, after the due date of the premium and after the premium is received by Lincoln. Commissions on premiums paid in advance shall accrue only on the regular premium due dates of such premiums. No commissions shall be payable on account of waived premiums or on interest or loan payments collected. Compensation on extra premiums, conversions, exchanges, replacements and other special situations not provided herein shall be governed by Lincoln's rules and practices in effect at that time. The rate of and the right to receive compensation on any policy not listed in Schedule A1/B1 or requiring special underwriting shall be determined by the published schedule of commissions for that product or rules of the Company in effect at that time, or by a separate written agreement with the Producer signed by a duly authorized representative of the Company. No applications shall be accepted nor shall any compensation be paid on Policies which are not approved in the state where written. In order to receive any compensation, the Producer must be licensed and appointed with Lincoln in the Policy's state of issue at the time of Policy issue.
  - (b) **Lincoln Refund of Premiums.** Lincoln, in its sole and absolute discretion, may reject any applications or payments remitted through the Producer and may refund an applicant's payments to the applicant. The Company may in its discretion settle any claim of policy owners or others in connection with any consumer complaint or any threatened or pending lawsuit as a result of any claimed improper or unauthorized action or statement in marketing the Policy. In the event a refund of premium is made for any reason and if the Producer has received compensation, including renewal commissions, the Producer shall promptly repay such compensation to Lincoln. If repayment is not promptly made, Lincoln may at its sole option deduct any amounts due Lincoln from the Producer from future commissions otherwise payable to the Producer. Any compensation chargebacks shall be made in accordance with then Company policy. This section shall survive termination of this Agreement.
  - (c) **Changes to Commission Schedule.** Lincoln may change the schedule of sales commissions at any time. Any such change shall apply to compensation due on applications received by Lincoln after the effective date of such change.
  - (d) **Restrictions.**
    - (i) The Producer agrees that the Producer shall not, whether or not permitted by law: (1) rebate or offer to rebate all or any part of a premium on a Policy, directly or indirectly; (2) withhold any premium on a Policy; (3) rebate or offer to rebate all or any part of a commission paid or payable upon the sale of a Policy; or (4) promote fee splitting or commission sharing arrangements. Violation of such Company rules, laws or regulations shall be grounds for termination of this Agreement by Lincoln.
    - (ii) If the Producer shall at any time induce or endeavor to induce any owner of a Policy to relinquish the Policy except under circumstances where there are reasonable grounds for believing that the Policy (contract or certificate) is not suitable for such person, any and all compensation due the Producer so acting shall cease and terminate.
    - (iii) Nothing in this Agreement shall be construed as giving the Producer the right to incur any indebtedness on behalf of Lincoln. Lincoln is hereby authorized to set off liabilities of the Producer against any and all amounts otherwise payable to the Producer by Lincoln.
    - (iv) Commissions may not be assigned or transferred without Lincoln's prior written consent. Such consent is subject to a certified copy of the assignment being delivered to Lincoln at its home office. Lincoln shall not be obligated to recognize any assignment of commissions by the Producer. Lincoln does not assume any responsibility for or guarantee the validity or sufficiency of any assignment.
19. **Termination.**
- (a) This Agreement may be terminated by any party, without cause, upon thirty (30) days written notice to the other party via regular U.S. mail addressed to the last known address of the other party. This is an at-will contract; this is not a contract for a definite term or period of time.
  - (b) This Agreement automatically terminates upon:
    - (i) the Producer's death or inability to perform his/her responsibilities under this Agreement or as contained in the Producer Compensation Plan or Schedule C, if any;
    - (ii) the Producer's insolvency or bankruptcy occurring after the date of this Agreement, or if the Producer is a partnership or corporation, upon its dissolution or liquidation;

- (iii) the Producer's failure to meet the minimum production requirements of the Company for continuation of this Agreement. These requirements may change from time to time. The minimum requirements shall be announced annually and any changes shall be announced prior to the effective date of the change; or
- (iv) failing to maintain in force specified amounts of a professional errors and omissions liability policy.
- (c) Termination for cause results in forfeiture of any further compensation payments and any accrued rights to participate in plans, programs, or benefits which require an active Producer Agreement. Termination for cause shall be:
  - (i) material violation of any of the provisions of this Agreement or published Company policy relating to Producer conduct;
  - (ii) material violation of any state or federal laws or regulations relating to insurance;
  - (iii) revocation of the Producer's insurance license by the Insurance Department of any state or barring of any association with a FINRA (Financial Industry Regulatory Authority) member firm;
  - (iv) inducing or attempting to induce our policyowners to relinquish or replace the policies with such frequency as to indicate a pattern of inappropriate activity;
  - (v) misappropriation or commingling of Company funds; or
  - (vi) engaging in a fraudulent act or misrepresenting Policy benefits, provisions or premiums.

A termination under paragraph 19 (a) or (b), immediately above shall not preclude a termination for cause at a later date.

**20. Compensation Payable After Termination.**

- (a) Vesting of compensation shall be as described in the Producer Compensation Plan or Schedule C, if any, for the Producer's classification in effect at the time of termination.
- (b) If this Agreement is terminated due to the Producer's death, any compensation which otherwise would have been paid to him/her shall be paid to his/her surviving spouse, and at the death of the surviving spouse, to the spouse's estate. If the Producer leaves no surviving spouse, then his/her compensation shall be paid to his/her estate. The Producer may designate another payment arrangement on forms provided by Lincoln and signed by him/her.
- (c) If the Producer is a partnership or corporation and this Agreement is terminated due to the termination or dissolution of the partnership or corporation, compensation shall be paid to the licensed producer who signed the application for the Policy.
- (d) Notwithstanding the foregoing, if at any time the Producer is notified this Agreement is terminated for cause, no further compensation shall be paid.

**21. Indebtedness.**

- (a) Lincoln is authorized, at any time either before or after the termination of this Agreement, to deduct compensation due from Lincoln to the Producer, whether payable hereunder or with respect to Policies which are both administered and co-insured by the Company, the entire amount of any funds, including, but not limited to, advances or debts, owed by the Producer to Lincoln or its affiliates, associates, parents or subsidiaries, but only to the extent of the actual amount owed by the Producer as determined by Lincoln.
- (b) Any compensation, regardless of how characterized, paid to the Producer for premiums or considerations, including rollover amounts, later returned or credited to the customer, or any overpayment of such compensation shall be a debt due to Lincoln from the Producer and payable in accordance with (a) above.
- (c) In addition to all other rights available to Lincoln as a creditor, Lincoln shall have a first lien on all compensation payable under this Agreement, or any agreement with an affiliate of Lincoln, for any of the funds, advances or debts described herein.
- (d) To the extent that any compensation due the Producer from Lincoln is insufficient to cover advances or other debts, the difference shall become a debt due and payable immediately to Lincoln unless other arrangements have been made with Lincoln. At the sole discretion of Lincoln, interest, at a lawful rate to be determined by Lincoln, shall thereupon begin to accrue.
- (e) In the event the Company initiates collection efforts or legal action to collect any indebtedness of the Producer or its agents, the Producer shall reimburse the Company for reasonable attorney fees and expenses in connection therewith. As used in this Section, "Company" shall be deemed to refer to, and shall include, all affiliates of the Lincoln National Corporation.

**22. Indemnification.**

- (a) The Company will indemnify and hold harmless Producer and each of its affiliates, officers or directors against any losses, expenses (including reasonable attorneys' fees), claims, loss or damages or liabilities to which Producer or such affiliates, officers or directors becomes subject insofar as such losses, claims, damages or liabilities arise out of or are based upon the Company's performance, non-performance or breach of this Agreement, or are based upon any untrue statement contained in any Registration Statement (or post-effective amendment thereof) or in the Prospectus or any amendment or supplements thereto.
- (b) Producer will defend, indemnify and hold harmless the Company and each of their current and former affiliates, directors and officers and each person, if any, who controls or has controlled the Company within the meaning of the Securities Act or the Exchange Act, against any losses, expenses (including reasonable attorneys' fees), claims (including, but not limited to, claims for commissions or other compensation), damages or liabilities to which the Company and any such affiliates, director, officer or controlling person may become subject insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon Producer and/or its Representatives' performance, non-performance or breach of this Agreement, including, but not limited to, any unauthorized use of sales materials, any misrepresentations or any sales practices concerning the Policies ("Indemnified Claims"). The Company may, at its option, defend itself/themselves from any

Indemnified Claims and/or settle such Indemnified Claims. If the Company may choose to defend itself/themselves from, and/or settle, any Indemnified Claims, Producer agrees to pay any costs, including reasonable attorneys' fees, incurred by the Company and any amounts paid by the Company as a result of a judgment or settlement concerning Indemnified Claims. The Company may also recover all attorneys' fees incurred in enforcing its/their rights under this section from Producer.

- 23. **Arbitration.** All claims or controversies arising out of or relating to this Agreement shall be settled by arbitration. This section provides the exclusive remedy for any dispute that may arise between the Producer and Lincoln (but does not necessarily apply to any third party litigation that may involve the Producer and/or Lincoln) and that, after a good faith attempt, the parties are not able to resolve. In the event of any unresolved dispute relating to this Agreement, including but not limited to a dispute about the interpretation of this Agreement or about the Producer's claim to compensation, either party may demand arbitration, by giving written notice to the other party. The party initiating the arbitration ("Claimant") shall give written demand ("Demand") to the other party ("Respondent"), by certified or registered mail, return receipt requested. Any notice given under this section to the Producer shall be at his last known address and to Lincoln shall be to the General Counsel at 1300 S. Clinton Street, Ft. Wayne, IN 46802. The parties agree that the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the Demand shall apply to the arbitration procedure including the selection of a single arbitrator or, if either party requests, by the selection of a panel of three arbitrators. The arbitrator(s) shall have the authority to determine all disputes, including the applicability of arbitration to the dispute. The award shall be made in writing within ninety (90) days of the appointment of the final arbitrator. The arbitrator(s) may award compensatory damages, plus interest, and specific performance. The award of the arbitrator(s) shall be final and binding on all parties. Judgment upon the award may be entered in any court having jurisdiction. No demand for arbitration under this section, and no claim under this Agreement, may be made after the date when such dispute would be barred by the applicable statute of limitations. Each party shall bear its own costs and expenses. Any arbitration arising between the parties with respect to this Agreement shall be conducted in Greensboro, NC, Concord, NH, Ft. Wayne, IN, Hartford, CT or Philadelphia, PA.
- 24. **Assignability.** This Agreement may not be assigned by either party hereto without the express written consent of the other. Any approved assignment shall be subject to a first lien to Lincoln for any indebtedness owed to Lincoln. Any attempt to assign this Agreement without such consent shall effect an immediate termination of this Agreement.
- 25. **Waiver.** Failure of any party to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of any of the conditions, but the same shall remain in full force and effect. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 26. **Partnerships or Corporations.** When the Producer is a partnership or corporation, any reference made to the Producer as an individual shall be deemed to mean the partners of the partnership or the officers of the corporation who are licensed and appointed with Lincoln.
- 27. **Prior Agreements.** This Agreement shall supersede any and all prior agreement(s) between the Producer and Lincoln, however, any outstanding indebtedness shall survive.
- 28. **Service of Process.** The Producer is not Lincoln's authorized representative to accept service of legal process and therefore, the Producer shall not accept service. If, however, any paper is served upon the Producer, the Producer shall fax or send by certified mail the same to Lincoln's General Counsel at 1300 S. Clinton Street, Ft. Wayne, IN 46802 by certified mail within 24 hours after receipt.
- 29. **Definitions.**
  - (a) **Notice.** Unless otherwise provided in this Agreement, all notices, requests and other communications provided pursuant to this Agreement shall be in writing and shall be deemed to have been given on the date of delivery if delivered personally to the party to which notice is to be given, or upon the date of mailing if deposited in the mail, sufficient first-class postage affixed, and addressed to the party at the address(es) shown below, unless otherwise specifically provided.

All notices shall be sent to:                   The Lincoln National Life Insurance Company or Lincoln Life & Annuity Company of New York  
  c/o Lincoln Financial Distributors  
  Producer Solutions MPC2  
  350 Church Street  
  Hartford, CT 06103-1106

Producer: \_\_\_\_\_  
  \_\_\_\_\_  
  \_\_\_\_\_

- (b) **Lincoln.** Lincoln shall include The Lincoln National Life Insurance Company, Lincoln Life & Annuity Company of New York and any subsidiary, parent, or affiliate.

(c) **Contract Year.** Contract Year shall mean the period of one year commencing with the date of issue of any Policy or contract and the subsequent anniversaries of such date of issue.

30. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

31. **Entire Agreement.** This Agreement represents the entire agreement between the parties and the parties shall not be bound by any other promise, contract, understanding or representation unless it is made by an instrument in writing and executed by a duly authorized officer of the Company.

32. **Effective Date.** This Agreement shall take effect as of the effective date or the date it is approved in writing by a duly authorized officer of Lincoln, whichever is later.

**Contracting As:**

Individual **OR**  Corporate

**Individual**

\_\_\_\_\_  
Print Name of Producer

\_\_\_\_\_  
Signature of Producer

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

\_\_\_\_\_  
Date

**Corporate**

\_\_\_\_\_  
Print Corporate Name

\_\_\_\_\_  
**Name and Title of Authorized Corporate Signer**

\_\_\_\_\_  
Corporate Tax Id Number

\_\_\_\_\_  
Signature of Authorized Corporate Signee

\_\_\_\_\_  
Date

**HOME OFFICE SECTION**

**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## Electronic Funds Transfer Authorization Form

This form is used for new direct deposit setup and revision to existing direct deposit of producer or corporate commission earnings. Please complete all applicable sections and fax or mail the completed form to the address/fax number indicated below.

To avoid processing delays, please verify the following:

1. Voided check or a letter from the bank verifying account information.
2. Fields are filled in completely and form is signed.
3. The account you have chosen for deposit is associated with your SSN/Tax ID.

Completed Forms may be sent to:  
Distribution Compensation  
P.O. Box 2348, Fort Wayne, IN 46802  
Fax: 260-455-1587

### IMPORTANT NOTICE(S):

- **If you would like your personal commission earnings paid to a corporation, the corporation must be licensed and appointed** with The Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York and affiliates ("Lincoln"). These requests can be accommodated by completing the Financial Owner Assignment Form. For questions regarding the Financial Ownership process or requirements, please contact us at 800-238-6252, option 1.
- **Registered Representatives with LFA or LFS:** You must have a personal bank account under your SSN to direct deposit your commissions. Registered commission earnings cannot be paid to a Corporate Account per U.S. Securities and Exchange Commission guidelines.
- **Statement Access:** Once set up for direct deposit, Life & Annuity as well as all business placed through Lincoln Financial Advisors or Lincoln Financial Securities commission statements will be available online. Statements for Group business are available online and will continue to be provided as previously requested.
- Compensation can only be paid to an entity properly licensed and appointed with the company. EFT Transfers must be deposited into a bank account registered under the Tax ID/SSN noted above or properly financially owned.

## Demographic Information

Full Legal Name of Producer OR Full Corporate Name: \_\_\_\_\_

Social Security Number (Last 4 Digits): \_\_\_\_\_ OR Complete Corporate TIN: \_\_\_\_\_

Producer Codes/Agent Number (List one or more): \_\_\_\_\_

**PLEASE NOTE: Commissions on group business will only be set to direct deposit for producer codes identified.**

Email Address: \_\_\_\_\_ Upline Email Address: \_\_\_\_\_

## Account Information

I hereby authorize and request Lincoln (hereinafter called "the Company") to make payment of any amount(s) owed to me by initiating credit or adjustment entries to my bank(s) as indicated below. I authorize and request my bank(s) to accept credit or adjustment entries initiated by the Company and its affiliates and to enter same into the following account(s):

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

ABA (Routing) Number: \_\_\_\_\_  Checking  Savings

## Authorization & Signature

**Upon election of EFT, you must register and use your Lincoln website to access your commission statement online.**

The only negative adjustment the Company will make to your bank account would be to reverse a credit made in error. This type of transaction is rare, would only occur within 5 days of the initial credit and the Company would notify you of this transaction. It is understood that this agreement may be terminated by me or the Company at any time by written notification. Any such notification shall be effective only after receipt and processing by the Company. Compensation for registered insurance products can only be paid to broker dealers with effective selling agreements. Corporations applying for EFT must include signature and title of either the Corporation President, Vice President, or Principal. Corporations must be licensed and appointed with Lincoln.

\_\_\_\_\_  
Signature (Written Signature Required)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**FINANCIAL OWNER ASSIGNMENT**

For value received, I, \_\_\_\_\_, \_\_\_\_\_, do hereby assign  
(Name of Assignor) (Assignor Tax ID)

unto \_\_\_\_\_\*, \_\_\_\_\_,  
(Name of Assignee) (Address of Assignee)

\_\_\_\_\_, \_\_\_\_\_ any and all commissions now due me or hereafter to become due  
(Assignee Tax ID No.) (Assignee Producer No.)  
me on any agreement(s) I now hold with The Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York (hereinafter collectively referred to as "Lincoln") and direct Lincoln to pay the Assignee such amounts as otherwise would be credited to my account in accordance with the terms and conditions of my agreement(s) with Lincoln.

This assignment releases Lincoln from any liability for said amounts, payments and taxable responsibility hereafter and shall be a full and complete discharge of Lincoln for the amount(s) paid. I agree to indemnify and hold harmless Lincoln for any and all liability it may incur as a result of this assignment.

\_\_\_\_\_  
Date **X** \_\_\_\_\_  
Signature of Assignor

\_\_\_\_\_  
Witness \_\_\_\_\_  
Producer's Number

Lincoln assumes no responsibility for the validity or sufficiency of this assignment.

\_\_\_\_\_  
By

The Effective date of this agreement is

\_\_\_\_\_ 20\_\_\_\_\_  
(TO BE COMPLETED AT H.O.)

\*must be currently appointed and contracted with Lincoln.

## **ANTI-MONEY LAUNDERING COMPLIANCE**

The insurance companies of Lincoln Financial Group (“LFG”) have implemented an anti-money laundering program to comply with federal anti-money laundering regulations for insurance companies, effective May 2006. The regulations apply to all individual life and annuity products offered through LFG.

As a result, producers are required to show proof that they have completed Anti-Money Laundering training that is acceptable to Lincoln within the last 24 months in order to obtain an appointment with LFG. They are also required to receive periodic anti-money laundering training in order to maintain such appointment. Producers may either take AML training provided by Lincoln Financial Group through LIMRA or provide suitable proof of other training from another insurance carrier, a FINRA registered broker/dealer or through a bank that sells our insurance products. Acceptable proof must be included with the contracting paperwork at the time of submission.

- Further information regarding the Lincoln Anti-Money Laundering Program is available at [www.lfg.com/AML](http://www.lfg.com/AML).
- In the event you have already completed AML training that satisfies Lincoln Financial Group’s requirements stated above, you will need to provide a valid certification of that training with your contracting paperwork. The certification must include your name, the name of the training course you completed, and the date your training was completed. Lincoln Financial Group will make the final determination as to whether a specific training course will satisfy the AML training requirement.

Questions regarding the AML compliance requirement should be directed to Lincoln Financial Group - Distribution Gateway at [AMLINQ@LFG.com](mailto:AMLINQ@LFG.com) or by calling 1-800-238-6252 option 1, option 2.

If AML Completed through LIMRA, Date Completed \_\_\_\_\_



## ANNUALIZATION SUPPLEMENT

This Supplement is hereby attached to and made a part of the Agent Contract by The Lincoln National Life Insurance Company and Jefferson Pilot Financial Insurance Company on behalf of themselves and any subsequent affiliate designated from time to time by notice (hereinafter collectively referred to as "the Company"), and

Agent \_\_\_\_\_ (hereafter "Agent")

Witnesseth:

It is mutually agreed that said Contract is hereby amended.

1. This Supplement covers only commissions earned on individual life insurance policies.
2. The Agent's first year commissions shall be annualized and will be credited to the Agent's Commission Statement for the following premium payment modes - **pre-authorized check, salary deduction and list bill** - as follows:
  - **75%** of Annualized Commission credited to Advanced Commission Account. Based on gross annualized commissions of **\$5,333.00**, the maximum annualized commissions advanced will be **\$4,000.00** on any one policy and **\$15,000.00** per month for all advances on all individual life insurance policies.

Note that no commissions on the first monthly premium are earned unless the second month's premium is also paid. Commissions on policies with any other payment modes will be paid as earned.

All additional commissions due will be credited and paid as earned. On target premium based products, commissions on premiums up to the lower of planned annual or target premium will be annualized subject to the above limits. Commissions on excess premiums will be paid as earned. On all other products the entire commission will be annualized subject to the above limits.

3. The Agent may request that first year commissions for a specific policy not be annualized at the time an application is submitted. The Agent may at any time terminate this Supplement for all new business sold after notice of such termination is received by the Company.
4. The Company reserves the discretionary right to exclude new policies from annualization, change the terms of this Supplement, or to terminate this Supplement upon written notice to the Agent.
5. Commissions on the following categories of business shall not be annualized but shall become payable only as the premiums are actually paid to the Company:
  - a. Policies on the Agent's own life or the life of any family member in the Agent's household.
  - b. Policies owned by the Agent or under which the Agent is primary beneficiary, owner or premium payor.
6. The Company reserves the right to suspend commission annualization if the Agent's annual production is less than the minimum requirement established by the Company.
7. In the event a policy on which commissions have been annualized lapses after the second month's premium is paid we shall charge the Agent's Commission Account with the pro rata unearned annualized commission. If such lapsed policy is reinstated, credit will be reinstated as premiums are paid.
8. In the event commissions that have annualized are not fully earned by the end of the first policy year, the portion that has not been earned will be charged to the Agent's commission account.

9. The Agent agrees to repay to the Company upon termination of this Supplement, all sums advanced to the Agent by the Company that may be outstanding at the time of such termination. We will apply net vested commission credits, as earned, or any other sums that may be owed to the Agent by the Company, to the reduction of the Agent's indebtedness, but the Agent will remain personally liable to the Company for the balance of the indebtedness.

Any failure by the Company to insist upon such compliance with the terms or conditions of this Annualization Supplement shall not be construed as a waiver unless specifically agreed to by the Company in writing.

The parties hereto understand and agree that this Supplement modifies and amends the said Contract as herein set forth, and any provisions not inconsistent with the Supplement shall remain in full force and effect.

THE AGENT AGREES THAT HE (SHE) HAS READ AND UNDERSTANDS THE FOREGOING ANNUALIZATION SUPPLEMENT AND HAS FREELY AND VOLUNTARILY EXECUTED IT FOR THE PURPOSES AND REASONS STATED IN IT. THE AGENT HAS SIGNED IT WITH THE INTENTION THAT IT SHALL BE FULLY BINDING UPON THE AGENT, THE AGENT'S HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.

IN WITNESS WHEREOF, the Company and the Agent have executed this Supplement on the respective dates as indicated and agree that it shall become effective on the date as specified below.

\_\_\_\_\_  
Agent Name (Print)

**X** \_\_\_\_\_

Signature of Agent

\_\_\_\_\_  
Date

**Guarantor(s): The undersigned is/are individually and jointly responsible for unpaid debit balances resulting from the Annualization Supplement.**

\_\_\_\_\_  
Recruiter Name (Print)

**X** \_\_\_\_\_

Signature of Recruiter

\_\_\_\_\_  
Date

**The Lincoln National Life Insurance Company  
Jefferson Pilot Financial Insurance Company**

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Home Office Approval

## AGREEMENT WITH BUSINESS ASSOCIATE REGARDING USE & DISCLOSURE OF CONSUMER HEALTH AND FINANCIAL INFORMATION

This Business Associate Agreement ("Agreement") is made and entered into by and between The Lincoln National Life Insurance Company and/or Lincoln National Life and Annuity Company of New York and/or First Penn-Pacific Life Insurance Company (the "Covered Entity") and \_\_\_\_\_ ("Business Associate"), and is effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### Recitals

A. Covered Entity has retained Business Associate to provide certain services (the "Services"), as set forth in a [insert name] Agreement ("Services Agreement"), which may involve the use and/or disclosure of individually identifiable health information.

B. The parties acknowledge and agree that in order to perform the Services, certain personnel may be required to access, maintain, retain, modify, record, store, destroy or otherwise hold, use or disclose individually identifiable health information ("Protected Health Information"), and therefore Business Associate may be considered a "business associate" of Covered Entity as that term is defined in 45 CFR 160.103, and be subject to the federal Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), regulations promulgated under these laws, state health information privacy laws, and Title V of the Gramm-Leach-Bliley Act (15 USC 6801 et seq.) (collectively, "Privacy Laws").

C. Accordingly, the parties hereto agree to the terms and conditions set forth below:

#### 1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms by HIPAA, HITECH, and the regulations promulgated under these Privacy Laws.

#### 2. Obligations and Activities of Business Associate

- (a) Use or Disclosure of Protected Health Information - Business Associate agrees not to use or disclose Protected Health Information, other than as permitted or required by the Agreement or as required by law.
- (b) Safeguards - Business Associate agrees to develop, implement, maintain, and use appropriate and effective administrative, technical, and physical safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Protected Electronic Health Information, in order to comply with Privacy Laws and prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate agrees to keep these safeguards current and document them in written policies, standards, procedures or guidelines, which Business Associate will provide to Covered Entity upon Covered Entity's request.
- (c) Breach Notification - Business Associate agrees to report to Covered Entity any known or suspected Breach, Security Incident or other Use or Disclosure of Protected Health Information which is not permitted under the terms of this Agreement (collectively, the "Incident"). Such notification shall comply with Privacy Laws and shall:
  - (i) Be made via email to Lincoln's Corporate Privacy Office at [privacy@lfg.com](mailto:privacy@lfg.com).
  - (ii) Be made within three (3) days after discovery.

- (iii) Include the names of the Individuals whose information was breached, the circumstances surrounding the breach, the date of the breach and date of discovery, the information breached, any steps the Individuals should take to protect themselves, the steps Business Associate (or its agent or subcontractor) is taking to investigate the breach, mitigate losses, and protect against future breaches, and a contact person for more information.

Covered Entity shall have sole control over the timing and method of providing notification of Breach to the affected individual(s) or others as required by Privacy Laws. If requested by Covered Entity, Business Associate shall notify, at its own cost, the Individuals involved, or the media or the US Department of Health and Human Services, as applicable, in accordance with the Privacy Laws, including 45 CFR Part 164, Subpart D, provided that Covered Entity shall approve the content of any notification in advance. If requested by Covered Entity, Business Associate shall reimburse Covered Entity for any costs associated with Covered Entity making such notifications. For purposes of this provision, Business Associate is considered an independent contractor of Covered Entity.

- (d) Duty to Mitigate - Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate relating to an Incident or any other use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. If requested by Covered Entity, Business Associate will provide credit monitoring services and/or other reasonable services to individuals as part of mitigating harm under this Section. Business Associate shall be responsible for all costs of mitigation under this Section.
- (e) Agents - In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308 (b)(2), if applicable, Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply to Business Associate with respect to such information.
- (f) Access to Secretary – Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of Health and Human Services and the Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with Privacy Laws within 10 days after the Business Associate's receipt of such request.
- (g) Access to Individuals - Business Associate agrees to make available to the Covered Entity, Protected Health Information in a Designated Record Set, or, if directed by Covered Entity, to make available to an Individual in order to meet the requirements under 45 CFR 164.524. Except as provided for in this Agreement, in the event Business Associate receives an access request directly from an Individual, Business Associate will redirect the Individual to the Covered Entity within ten (10) business days after the Business Associate's receipt of such request.
- (h) Amendment of Protected Health Information - Business Associate agrees to make any amendment(s) to Protected Health Information it holds in a Designated Record Set, as directed, or agreed to, by the Covered Entity pursuant to 45 CFR 164.526, and in the time and manner reasonably requested by Covered Entity. Except as provided for in this Agreement, in the event Business Associate receives an amendment request directly from an Individual, Business Associate will redirect the Individual to the Covered Entity within ten (10) business days after the Business Associate's receipt of such request.
- (i) Accounting of Disclosures - Business Associate agrees to document and provide a description of any disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Business Associate agrees to provide such information to Covered Entity, or to an Individual at the direction of the Covered Entity, in order for Covered Entity to comply with the accounting requirements in 45 CFR 164.528. Except as provided for in this Agreement, in the event Business Associate receives an access, amendment,

accounting of disclosure or other similar request directly from an Individual, Business Associate will redirect the Individual to the Covered Entity within five (5) business days after the Business Associate's receipt of such request.

Business Associate understands that Covered Entity may maintain an electronic health record, and therefore to the extent uses and disclosures are made through an electronic record in connection with the Services Agreement, Business Associate must account for uses and disclosures related to treatment, payment, and health care operations.

- (j) Covered Entity's Right to Restrict – Business Associate agrees to comply, upon communication by Covered Entity, with any restrictions to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522. To the extent the Business Associate is to carry out any other of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

### **3. Permitted Uses and Disclosures by Business Associate**

- (a) Business Associate agrees that it shall keep confidential all Protected Health Information as required by Privacy Laws, information that Business Associate receives, creates, or maintains under and/or in connection with this Agreement, and shall not use or disclose Protected Health Information except as permitted or required by this Agreement, the Services Agreement, or by law. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except as permitted by this Agreement.
- (b) Business Associate shall determine the amount of Protected Health Information necessary for its purposes and shall limit its requests, uses, and disclosures to the minimum necessary as required by Privacy Laws. Business Associate shall follow any minimum necessary policies and procedures provided by Covered Entity.
- (c) Business Associate acknowledges it is authorized to use or disclose Protected Health Information for Business Associate's management and administration and to fulfill any of Business Associate's legal responsibilities. In instances where the Use or Disclosure is not required by law, Business Associate shall obtain reasonable assurances from the third-party recipient of Protected Health Information that: (i) the Protected Health Information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (ii) the third party will notify Business Associate of any instances of which the third party is aware in which the confidentiality of the Protected Health Information has been breached.
- (d) Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity relating to its health care operations
- (e) All other uses or disclosures by Business Associate not authorized by this Agreement or by specific instruction of Covered Entity are prohibited.

### **4. Amendment**

The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Laws, as amended, and any other applicable laws.

### **5. Term and Termination**

- (a) Term. Upon termination of the Services Agreement, this Agreement shall terminate and Business Associate will destroy or return to Covered Entity any Protected Health Information it holds in any form. This provision also applies to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the Protected Health

Information. If Business Associate reasonably can show that it is infeasible to return or destroy Protected Health Information, and the Covered Entity agrees, Business Associate must extend the protections under this Agreement to such Protected Health Information and only may further use or disclose such information for those purposes that make the return or destruction infeasible.

- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity is authorized to terminate this Agreement and the Services Agreement.

**6. Miscellaneous**

- (a) Indemnification: Business Associate agrees to indemnify, defend, and hold harmless Covered Entity from and against any action, claim, demand, loss, liability, fine, penalty or expense (including attorneys' and witnesses' fees and expenses) arising out of or resulting, directly or indirectly, in any way from any breach by Business Associate of any term hereof or from any act or omission of its agents, employees or subcontractors.
- (b) Regulatory References. A reference in this Agreement to a section in the Privacy Laws means the section as in effect or as amended.
- (c) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Laws, as amended, and any other applicable laws.
- (d) Survival. Business Associate's obligations in respect of the use, disclosure and protection of Protected Health Information shall survive any termination of this Agreement.
- (e) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Laws.

**IN WITNESS WHEREOF**, the parties execute this Agreement by their duly authorized representatives.

Covered Entity

Business Associate 

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. 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 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.