



8. BUSINESS EXPERIENCE: Start with most recent employment. Give full particulars for the past 7 years, if possible, leaving no gaps in record. May be continued on a separate sheet.

Name and Address of Employer (Street, City, County and State)	Nature of Your Work	
Employed from _____ to _____ (mo/yr)	Starting Ann. Inc. \$ _____	Final Ann. Inc. \$ _____
Reason for Leaving	Salary \$ _____	Salary \$ _____
Name of your Immediate Supervisor	Commission \$ _____	Commission \$ _____
Name and Address of Employer (Street, City, County and State)	Nature of Your Work	
Employed from _____ to _____ (mo/yr)	Starting Ann. Inc. \$ _____	Final Ann. Inc. \$ _____
Reason for Leaving	Salary \$ _____	Salary \$ _____
Name of your Immediate Supervisor	Commission \$ _____	Commission \$ _____
Name and Address of Employer (Street, City, County and State)	Nature of Your Work	
Employed from _____ to _____ (mo/yr)	Starting Ann. Inc. \$ _____	Final Ann. Inc. \$ _____
Reason for Leaving	Salary \$ _____	Salary \$ _____
Name of your Immediate Supervisor	Commission \$ _____	Commission \$ _____

9. Each of the following questions must be answered. If answered "Yes", a full explanation must accompany this application:	Yes	No
A. Are you now, or have you ever:		
1. been suspended or dismissed, or asked to resign from any position?	<input type="checkbox"/>	<input type="checkbox"/>
2. had an insurance agent/agency contract or any other business relationship with an insurance company terminated for any misconduct?	<input type="checkbox"/>	<input type="checkbox"/>
B. Will you be engaged in any other business or employment besides this?	<input type="checkbox"/>	<input type="checkbox"/>
C. Are there now or have there been any judgments or suits pending against you?	<input type="checkbox"/>	<input type="checkbox"/>
D. Has there been any unfavorable incident in the past through which your honesty was questioned?	<input type="checkbox"/>	<input type="checkbox"/>
E. Have you been the subject of any disciplinary proceeding of any federal or state regulatory agency?	<input type="checkbox"/>	<input type="checkbox"/>
10. Do you agree to immediately notify the company in the event that any change of circumstance causes any response to Question 9 above to be incorrect at that time?	<input type="checkbox"/>	<input type="checkbox"/>
11. State number of years you were a full time life insurance agent with nominal or no management duties: _____ years	<input type="checkbox"/>	<input type="checkbox"/>
12. State number of years you have served as a General Agent and/or Manager: _____ years; in second line management: _____ years.		

By my signature, I certify the information provided on and in connection with this License Informaton form is true, complete and accurate. I also understand that any false statements or deliberate omissions on this form or any other document I file with Security Mutual may be grounds for disqualification from appointment or if discovered after appointment, could result in disciplinary action up to and including a necessary termination.

Date  
 Applicant Signature

**To Be Completed by The General Agent:**  Life  A&H Application attached. \$ \_\_\_\_\_ examination fee enclosed.  
(for unqualified applicant)

What companies have been getting substantially all of the Applicant's business:  
Life: \_\_\_\_\_ Health: \_\_\_\_\_

Date  
 General Agent Signature



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## **NOTICE REGARDING POSSIBLE INVESTIGATIVE CONSUMER REPORT**

For the purpose of evaluating your application for employment, or your capacity to enter into a contract to sell insurance as an independent contractor, a consumer or investigative consumer report may be made whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom you are acquainted. This inquiry includes information as to your character, general reputation, personal characteristics, and mode of living, whichever may be applicable. A subsequent consumer report may be requested to update our files. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation. You may also request a written summary of your rights under the Fair Credit Reporting Act. You will be informed, upon request, whether or not an investigative consumer report was requested, and if such report was requested, the name, address and phone number of the consumer reporting agency to whom the request was made. You may inspect and receive a copy of this report by contacting the consumer reporting company.

## **AUTHORIZATION**

For purposes of determining my eligibility for employment, or capacity to enter into a contract to sell insurance as an independent contractor, I authorize Security Mutual Life Insurance Company of New York, or its duly contracted General Agents, to obtain a consumer or investigative consumer report.

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Date

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Witness

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Signature of Applicant

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

## 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>							
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		-					
<b>or</b>							
<b>Employer identification number</b>							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> </tr> </table>			-				
		-					

## 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 for Part II, later.

<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.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## 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, later.*



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Dear Valued Associate:

Attached is a Compensation Direct Deposit Authorization form to be completed to utilize the EFT (Electronic Funds Transfer) for commission payment. Please return the completed form and a voided check with your contracting. Individually contracted agents must deposit to a bank account in their individual name. Corporate or other entities must deposit to an account in the entity name.

Commission processing and payments for agents/entities utilizing the EFT (Electronic Funds Transfer) option are paid 3-4 times per month. By receiving your commission payments via EFT, there is currently a minimum disbursement of \$10.00. Your net compensation amount will be deposited into your account. You may receive more than one EFT amount in your bank account (SML, Met Life, SML Agency Services, etc.).

Commission Statements are available only electronically and are accessible via SecurityLink ([www.smlnyagent.com](http://www.smlnyagent.com)), our password protected, agent only website. To locate Commission Statements in Security Link, in the Main Menu click on REPORTS, then click on "Commission Statements". The Disbursement Reports are also located under the REPORTS section. This report will provide the total amount of EFT or check sent, along with a breakdown of the company, agent number and amount. This report is provided after 3 PM on the day of the disbursement. Any SecurityLink questions can be directed to Consiglia Farzad (607-338-7468 or at [cfarzad@smlny.com](mailto:cfarzad@smlny.com)) at the Home Office.

A list of the upcoming field closing dates can be found under "Event Calendar" on the Home page of SecurityLink.

A "Compensation Direct Deposit Authorization" form can also be accessed via Security Link ([www.smlnyagent.com](http://www.smlnyagent.com)). In the Main Menu click on APPS & DOCS, click "Librarian Document Search", in the Search field enter form number 0012549XX.

If you have any questions or need assistance, please contact the Agents' Accounts Department or the Agency Administration Department.





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**BROKER CONTRACT**

THIS CONTRACT is made and entered into at Binghamton, New York, by and between SECURITY MUTUAL LIFE INSURANCE COMPANY OF NEW YORK (the "Company") and

\_\_\_\_\_ (Type or Print Name)

(the "Broker").

The parties agree as follows:

The provisions hereinafter set forth and any pages, schedules or agreements authorized by the Company for attachment hereto, are all hereby made a part of this Broker Contract (the "Contract").

This Contract shall supersede all previous contracts between the parties regarding the matters addressed herein.

This Contract is executed by the parties to be effective \_\_\_\_\_ .  
 (To be filled in by the Home Office)

SECURITY MUTUAL LIFE INSURANCE  
 COMPANY OF NEW YORK

\_\_\_\_\_ By: \_\_\_\_\_  
 Date Signed Vice President

\_\_\_\_\_  
 Broker (Print or Type Name)

\_\_\_\_\_ By: \_\_\_\_\_  
 Date Signed (Signature of Broker or Authorized Officer)

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

I recommend this Broker.

\_\_\_\_\_  
 General Agent

## SECTION I. GENERAL PROVISIONS

- A. **POLICY.** The term “policy” means any insurance, annuity or other policy or contract issued by the Company (collectively “policies”).
- B. **RELATIONSHIP.** The relationship between the Broker and the Company, in the performance of all acts, will be that of independent contractor, and nothing in this Contract shall be construed as creating the relationship of employer and employee between the Company and the Broker, or any employee or agent of the Broker. The Broker shall be solely responsible for paying all federal, state and local income and self-employment taxes attributable to the income received by the Broker hereunder, as well as the timely and correct reporting, withholding, and paying of all taxes.
- C. **AUTHORITY.** The Broker is authorized to solicit and procure applications for policies and to submit such applications through the General Agent appointed for such purpose by the Company in accordance with the terms of this Contract and the rules of the Company. The Broker shall be free to determine the time and place of soliciting and procuring applications for policies; provided, however, that to the extent consistent with such freedom and the Broker’s status as an independent contractor, the Broker shall conform to the rules of the Company.
- D. **LIMITATION OF AUTHORITY.** The Broker has no authority except that which is expressly set forth in this Contract and no authority may be implied from the authority expressly granted. Unless otherwise authorized by the Company in writing, the Broker has no authority to collect or receive premiums or other monies except as set forth in Section I.E.7. The Broker shall immediately transmit to the Company all such premiums or other monies which are collected or received by the Broker. The Broker shall account for all such premiums or other monies in accordance with the rules of the Company. Pending such transmission, all such premiums or other monies shall be held as trust funds and shall not be used as an offset against any commissions or monies due or claimed to be due from the Company and shall not be used for any other purpose.
- E. **ADDITIONAL LIMITATION OF AUTHORITY.** In particular, but not in limitation of the foregoing, the Broker shall not, and has no authority to, and shall not authorize anyone to:
1. make, alter, vary, reinstate or discharge any policy or policy application; or
  2. waive any of the terms or conditions of any policy or policy application; or
  3. deliver or cause to be delivered any policy except in accordance with any conditions specified by the Company, and except upon payment of the first premium required for such policy, and except during the lifetime of the person or persons proposed for such policy and while such person or persons continue to be acceptable for such policy under the underwriting requirements of the Company; or
  4. solicit any application in any jurisdiction in which the Broker is not then licensed to solicit such application, or in which the Company is not then licensed to transact such business; or
  5. contract or incur any debt, obligation or liability in the name of the Company, or for which the Company shall be responsible; or
  6. bring any lawsuit in the name of the Company or against the owner or insured of any policy without the written approval of the President of the Company; or
  7. collect any premium or other monies due the Company except by check made payable to the Company (i) for the initial premium on policies that are sent to the Broker for delivery, or (ii) for the deposit premium on group insurance policies, or (iii) in accordance with the Company’s Temporary Insurance Receipt or Conditional Insurance Receipt duly executed relative to a policy application in accordance with the rules of the Company; or
  8. extend the time for payment of any policy premium, receive any overdue premium, extend any credit for the payment of any premium, waive any forfeiture or guarantee dividends; or
  9. make any misrepresentation or incomplete comparisons for the purpose of inducing the purchase, conversion, lapse, forfeiture, or surrender of any policy; or
  10. in any manner advertise or permit advertisement or produce, distribute or use sales material of any nature regarding the Company or any policy or other products without the prior written approval of the Company; or
  11. alter any form prescribed or provided by the Company, including, but not limited to, policy and application forms, specimen documents, proposal materials or any other form which the Company may make available in printed or electronic form; or



12. outsource or assign any responsibilities under this Contract without the prior approval of the Company; or
13. represent that Broker is an agent of the Company for duties not authorized by this Contract.

- F. INDEMNIFICATION. The Broker shall be responsible to the Company for any and all monies, checks, receipts, applications and policies collected by, or otherwise delivered to, the Broker or any agent or employee of the Broker. The Broker agrees to indemnify and hold harmless the Company and its officers, directors, employees, General Agents, and affiliates from and against any and all damages, losses, claims, actions, lawsuits, liabilities, costs or expenses, of any nature, arising from or related to any act or failure to act on the part of the Broker, or any agent or employee of the Broker. This provision shall survive the termination of this Contract.
- G. FORBEARANCE NOT A WAIVER. No act of forbearance or failure to insist upon the prompt or strict performance by the Broker of any of the terms or conditions of this Contract, either express or implied, shall be construed as a waiver by the Company of any rights hereunder.
- H. REPRESENTATIONS AND AMENDMENT. No oral agreement or representation concerning this Contract or the Broker's relationship to the Company shall be binding on the Company. Except as provided in Section II.C, any amendment of this Contract shall be reduced to writing and signed by the President or a Vice President of the Company. The Broker's continuing relationship with the Company after any amendment or supplement to this Contract after transmission by the Company of written communication of such amendment or supplement shall conclusively constitute the Broker's assent thereto.
- I. RECORDS AND DOCUMENTS. AUDIT. All proprietary information of the Company, including, but not limited to, all policy and application forms, rate books, manuals, books of account, or other records, forms, documents, software, equipment or supplies furnished by or required by the Company to be kept by the Broker are the sole property of the Company and shall be used solely with respect to the Broker's performance under the terms of this Contract, and shall be delivered by the Broker to the Company at any time upon the Company's demand, and in any event, returned to the Company upon termination of this Contract. The Broker shall keep thorough and correct records and keep books and accounts on all transactions related to this Contract. All records, books and accounts maintained by the Broker concerning, or in any way related to, the Company's business shall be open to inspection and audit by the Company and any person or entity authorized by the Company.
- J. COMPLIANCE. The Broker and all employees and agents of the Broker shall comply with all licensing requirements and all of the laws, rules and regulations of any federal, state, city or other government department, agency, bureau or authority having jurisdiction or supervision over insurance and the conduct of such business or any phases thereof. The Broker agrees to maintain all records and books required of a licensed agent by law or regulation. The Broker agrees to comply with all published bulletins, field letters or any other written communications from the Company now in force and such as may be adopted hereafter.
- K. ADVERTISEMENT. The Broker will not make or permit any agent of or any person employed by the Broker to make any misrepresentation, misleading statement or incomplete comparison concerning any policy, either verbally or by any circular, advertisement, brochure, statement, document, illustration, web page, web site, social networking site or literature of any kind; nor will the Broker permit or cause the Company's name, service mark, or logo to be used in any advertisement, letterhead, business card, circular, brochure, document, web page, web site, social networking site, literature of any kind or through any other form of media unless the same shall have been previously approved in writing by an officer of the Company.
- L. ERRORS AND OMISSIONS INSURANCE. The Broker shall obtain, at the Broker's expense, satisfactory errors and omissions insurance in such amounts as is appropriate for the Broker's business, or as the Company may otherwise require, and shall provide appropriate evidence of such coverage to the Company upon the Company's request. The Broker shall review such coverage at least annually and update such coverage as is necessary or prudent. At any time the Broker's errors and omissions policy is canceled, the Broker shall notify the Company as soon as possible and such cancellation may, at the Company's discretion, cause immediate termination of this Contract.

- M. **GUARANTEE.** In the event the Broker is a corporation, limited liability company, partnership, or similar entity, each officer, member, shareholder, partner and/or owner thereof does hereby jointly and severally guarantee to the Company the full and faithful performance and discharge of all the duties, responsibilities, conditions, obligations, liabilities, and indebtedness of the Broker under this Contract and waives notice of any breach in the performance of this Contract on the part of the Broker. This provision shall survive the termination of this Contract.
- N. **COMPLAINTS.** The Broker shall promptly notify the Company in writing of any customer complaint or notice of regulatory investigation it receives which may involve the Company or any policy.
- O. **PRIOR CONTRACTS.** Execution of this Contract by the parties shall terminate the authority of the Broker to act under any prior Broker contract with the Company, and this Contract shall supersede any prior Broker contract between the Broker and the Company with respect to policy issued on any application procured on or after the effective date of this Contract.
- P. **ASSIGNMENT.** Neither this Contract, nor any rights hereunder, including, but not limited to rights to any compensation, may be assigned, sold or otherwise transferred by the Broker unless such assignment, sale or transfer is approved by the Company in writing; provided, however, that unless such approval shall specifically so state, the Company rights of chargeback or offset shall not be thereby waived or released.
- Q. **CONSTRUCTION AND INTERPRETATION.** This Contract shall be construed, interpreted and enforced according to the laws of the State of New York without regard to its conflicts of laws provisions. Any lawsuit or proceeding relative to this contract or the enforcement thereof shall be brought in the County of Broome, State of New York. EACH PARTY HERETO ABSOLUTELY, IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO A TRIAL BY JURY OF ANY CLAIM, CAUSE OF ACTION OR LITIGATION THAT DIRECTLY OR INDIRECTLY ARISES OUT OF OR IS IN CONNECTION WITH OR RELATED TO THIS CONTRACT AND THE RELATIONSHIP OF THE PARTIES HEREUNDER. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS OF THIS CONTRACT.
- R. **LICENSE, TAXES AND FEES.** The Broker shall pay all taxes and license fees that may be required by any municipal, county or state authority in the jurisdiction in which the Broker or agents of the Broker solicit business, and save the Company harmless therefrom.
- S. **CONFIDENTIALITY AND SECURITY.** The Broker is prohibited from disclosing or using any information the Company provides to the Broker, or that the Broker obtains on the Company's behalf, including but in no way limited to any information concerning any applicant, insured, policyholder or beneficiary, other than in the ordinary course of business to carry out the purposes for which the Company disclosed the information to the Broker or for which the Broker obtained the information on the Company's behalf.

The Broker is required to implement administrative, technical and physical safeguards for the protection of the security, confidentiality and integrity of customer records and information. These procedures must be reasonably designed to: 1) ensure the security and confidentiality of customer records and information; 2) protect against any anticipated threats or hazards to the security or integrity of such records or information; 3) protect against unauthorized access to or use of such records or information; and 4) provide for the complete destruction of customer records and information prior to disposal by shredding the record, destroying the personal information, modifying the record to make personal information unreadable or taking other action to ensure that no unauthorized person will have access to the personal information contained in such record.

The Broker agrees to notify the Company immediately of any breach or suspected breach of the security of information maintained on behalf of the Company. .

This provision shall survive the termination of this Contract.

- T. **CONDUCT.** The Broker shall use its best efforts to keep in full force and effect all insurance issued by the Company consistent with the best interests of the customer. The Broker shall so conduct all actions as not to affect adversely the business, good standing, or reputation of the Company.
- U. **INVESTIGATIONS.** The Company may in its sole discretion suspend this Contract, revoking the Broker's authority to represent it, during any period of investigation to determine whether conditions exist to warrant the Company's termination of this Contract. The Broker shall cooperate with the Company in any such investigation, including producing necessary documents and providing other information requested. During such period of investigation, the Company shall not be obligated to remit to the Broker any compensation due or becoming due. This provision shall survive expiration or termination of this Contract.
- V. **NOTICES.** The Broker shall provide to the Company, and update as necessary, a current email address to which written communications from the Company may be sent.
- W. **SEVERABILITY.** The invalidity of any provision or portion of a provision of this Contract shall not affect the validity of any other provision of this Contract or the remaining portion of the applicable provision.
- X. **NO EXCLUSIVITY.** The Broker does not have the exclusive right to any product, policy or sales territory. It is understood that for business reasons the Company may occasionally be required to give a marketing organization the exclusive right to sell one or more plans or policies of insurance or annuities limited by time or in some other manner. In such case, such plan or plans shall not be available for sale by the Broker until such time or other limitation has expired.
- Y. **FEEDBACK.** The Broker is not obligated under this Contract to provide the Company with any comments or suggestions regarding any policy, business method, rule or process, report, data base, computer software, computer program, marketing plan or concept (individually or collectively the "Product") received under or in relation to this Contract, or otherwise received or obtained from the Company. However, should the Broker provide the Company with comments or suggestions (including, but not limited to, any material, information or other communication in any form) relating to or for the modification, correction, improvement, enhancement of the Product (collectively the "Feedback"), then, notwithstanding anything to the contrary herein, (a) such Feedback shall be non-confidential and Company shall have no obligations under this Contract with respect to confidentiality or use of such Feedback, and (b) Broker hereby grants to Company and its affiliates, a non-exclusive, irrevocable, worldwide, royalty-free, paid-up license, including the right to sublicense licensees, customers, and distributors of Company and its affiliates, under Broker's intellectual property rights the rights to use and disclose such Feedback in any manner Company chooses and to display, perform, copy, have copied, make, have made, use, sell, offer to sell, and otherwise dispose of Company's and its affiliates and their respective sublicensees' products embodying such Feedback in any manner and via any media, but without reference to the source of such Feedback.
- Z. **INFORMATION AND CYBERSECURITY.** In order to protect the security, confidentiality, availability and integrity of i) non-public personal, financial, or health information of any applicant, insured, policyholder or beneficiary or non-public Company information ("Non-Public Information") and ii) the Broker's internal or externally hosted (e.g., cloud based or software as a service based) information technology systems or a Company information system accessible by or through the Broker ("Information Systems"), the Broker shall:
- (1) Implement and maintain a written information and cybersecurity program designed to protect the confidentiality, integrity and availability of the Information Systems in compliance with applicable state and federal law or regulation (an "Information and Cybersecurity Program") that, at a minimum, is structured to a) identify and assess cybersecurity risks and threats, b) protect Information Systems and the Non-Public Information contained therein from those risks and threats, c) detect when Information Systems are compromised, d) include an Incident Response Plan should the Non-Public Information or Information Systems be breached or compromised, and e) address business continuity resulting from lost, stolen or unavailable Information Systems;
  - (2) Ensure a copy of the Information and Cybersecurity Program, or the relevant portions thereof, is provided to all vendors, employees, brokers, and agents and provide regular, meaningful and ongoing cybersecurity and information security training that all employees, brokers and agents are required to attend;
  - (3) Ensure Information Systems are continuously updated, securely backed up, and contain adequate endpoint (virus) protection;

- (4) Implement appropriate risk based controls to protect against unauthorized access to Non-Public Information or Information Systems which may include multi-factor authentication, encryption of data (in transit and at rest), and / or role based access controls and privileges;
- (5) Notify the Company immediately upon discovery of any impermissible use or disclosure of Non-Public Information or the impermissible use or access of Information Systems.

This provision shall survive the termination of this Contract.

## SECTION II. COMPENSATION

- A. **PAYMENT.** Compensation shall be payable by the Company to the Broker pursuant to the terms and conditions of this Contract. Compensation will be payable on premiums credited on the books of the Company for policies issued on applications identified by the Company as having been procured by the Broker, provided such policies are issued by the Company on or after the effective date of this Contract and prior to termination of this Contract. Commissions are vested. Service fees are not vested; no service fees shall be payable after termination of this Contract. Group is covered under a separate Contract.
- B. **REWRITTEN, REINSTATED OR REPLACED POLICIES. POLICY CHANGES.** The payment of any compensation shall be determined by the rules of the Company whenever: (i) a policy is rewritten for any purpose or if such policy is reinstated; or (ii) any new policy, in the judgment of the Company, replaces or is exchanged for any existing policy issued by the Company or an affiliated company; or (iii) any change is made in the terms or conditions of a policy, including, but not limited to, a change in the premium rate.
- C. **REVISION OF SCHEDULES.** The Company may at any time, upon thirty-one (31) days' written notice to the Broker, revise in whole or in part any schedule of compensation. Any such revision shall apply only to policies issued on or after the date such revision is effective; provided, that any revision of the rate of service fees shall apply to any premiums credited on the books of the Company on or after the date such revision is effective.
- D. **RETURN OF PREMIUM - CHARGE BACKS.** If the Company shall for any reason return any premium paid on any policy, the amount of all compensation paid to the Broker on such premium shall be charged back to the Broker or repaid to the Company on the Company's demand. The amount of any compensation paid on any policy shall also be charged back to the Broker or repaid to the Company on demand in the event any costs, losses, liabilities, damages, claims or expenses are incurred or sustained by the Company related to the Broker's conduct with respect to such policy or any complaint relative thereto. The Company may decline any application for any policy, or return premiums, without liability to the Broker. This provision shall survive the termination of this Contract.
- E. **INDEBTEDNESS - RIGHT OF OFFSET.** The Company may at any time hold and retain any compensation or other monies payable or owing from the Company or its affiliates to the Broker, or the executors, administrators or assigns of the Broker, and apply such compensation or other monies against (i) any indebtedness of the Broker to the Company or an affiliated company (ii) any costs, losses, liabilities, damages, claims, or expenses of any nature that the Company may sustain or be liable for by reason of any act or any failure to act on the part of the Broker or any employee of agent of the Broker. Satisfaction of any such indebtedness, damages, losses, costs, claims or expenses shall be a condition precedent to the payment by the Company of any compensation. The Company is hereby given a first lien on any and all compensation or other monies accruing under or in connection with this Contract as security for any indebtedness, or other obligation of the Broker to the Company. The Broker authorizes the Company to file a financing statement or other documents to perfect a security interest in such compensation or other monies. In the event of litigation by the Company to collect any indebtedness or other obligation of the Broker, the Company shall be entitled to its costs and reasonable attorneys' fees to enforce its rights hereunder. This provision shall survive the termination of this Contract.
- F. **STATEMENTS.** The Company shall provide the Broker with written statements or make available electronic statements reflecting the compensation due the Broker. The Broker shall review all such statements and shall provide the Company with written notice, within a reasonable time, of any compensation claimed by the Broker but not paid. Under no circumstances shall such notice be given more than one year from the date the claimed compensation was due. Failure to provide such notice within the time described herein shall bar any claim for such compensation.

### SECTION III. TERMINATION

A. This Contract shall terminate in the event of any of the following:

1. Delivery of written notice of termination by either party to the other. The effective date of termination shall be at least thirty-one (31) days after the date such notice is delivered personally or is mailed by one party to the other. Neither in the notice of termination nor at any other time shall the party terminating the Contract be required to give any reason for termination, it being thus agreed by the parties that this Contract may be terminated at will by the other, with or without cause.
2. The death of the Broker as of the date of death, or if the Broker is a corporation, limited liability company, partnership or similar entity, the dissolution of the corporation, limited liability company, partnership or similar entity as of the date of dissolution.
3. The Company may terminate this Contract immediately, without notice under the following circumstances:
  - a. if the Broker shall (i) withhold or convert for use by or for the benefit of the Broker, or others, any monies, securities, policies, or receipts belonging to the Company or any owner, insured or beneficiary of any policy, (ii) commit any dishonest, fraudulent or unlawful act or make any misrepresentation, or (iii) act in any way to prejudice the interest of the Company, or (iv) otherwise violate any of the terms and conditions of this Contract or the rules of the Company; or
  - b. if the Company, in its sole discretion, shall determine that its interests require immediate termination; or
  - c. if the Broker's license is revoked or suspended by the insurance department of any jurisdiction.

If the Company terminates this Contract pursuant to Section III.A.3., the Company may cease payment of all compensation or other monies, any other provision in this Contract to the contrary notwithstanding.

- B. If the Broker is an individual, then in the event of the death of the Broker, any compensation then due, or any compensation thereafter payable under this Contract, shall be payable to the Broker's estate.
- C. If this Contract is terminated for any reason, the Broker shall forfeit any compensation otherwise due or to become due whenever the total of such compensation is less than \$100 during any calendar year.
- D. If the Broker shall, without the consent of the Company, induce the owner of a policy to relinquish, lapse, replace, surrender or terminate any policy, or shall fail to comply with any applicable state replacement statutes or regulations, or make any misrepresentation or incomplete comparison for the purpose of inducing any policyholder to relinquish, convert, lapse, forfeit or surrender any policy, the Company may determine that this Contract is automatically terminated and that no further compensation shall be payable, any provision in this Contract to the contrary notwithstanding.
- E. The Company shall have no liability to the Broker for any special, consequential, incidental, punitive, or indirect damages, interest or attorneys' fees.
- F. Upon any termination of this Contract, the Broker shall pay all sums due the Company and immediately return to the Company at the Broker's expense all Company materials and equipment, including, but not limited to, rate books, software, forms, documents, and supplies. The Broker will not keep copies or excerpts of any Company materials, those materials being deemed the Company's sole and exclusive property.