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## LICENSING REQUIREMENTS

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Please include the following requirements and Fax to **425-453-0909**  
Or E-Mail to **Contracting@theannuitysourceinc.com**

### **Contracting Requirements**

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- Completed Contracting Packet
- Copies of all Resident and Non-Resident Licenses
- Current E&O Coverage Declaration Page
- Voided Check for EFT
- If you answered “yes” to any question re: special circumstances, please include an Explanation Document.

### **Training Requirements**

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- If you are submitting new business with contracting, please provide a copy of the client application. Also please ensure you have completed the Carrier Product Training PRIOR to dating any new business.
- If applicable, provide a copy of your NAIC state required suitability training completion certificate.
- Please complete your AML Training via the LIMRA site.

<https://aml.limra.com>

**Username:** First four letters of last name and last six of the social - all lowercase

**Password:** First time users will use the last name (lowercase)

**Licensing Questions please call:**

**800-743-4930**

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



4343 N. Scottsdale Rd., Suite 300  
 Scottsdale, Arizona 85251  
 888-724-4267

LIFE INSURANCE COMPANY

# Application for Appointment

IF YOU FILL THIS FORM OUT BY HAND - PLEASE PRINT

## INDIVIDUAL PRODUCER/AGENCY PRINCIPAL INFORMATION

Name: \_\_\_\_\_ Sex:  Male  Female

Home Address: \_\_\_\_\_  Check here if Mailing Address is the same as Home Address  
 Street City State ZIP Code

Mailing Address: \_\_\_\_\_  
 Street City State ZIP Code

Email Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

## ADDRESS HISTORY (previous 3 years -- use a separate page, if necessary)

Street Address	City	State	ZIP Code	# of Years

## EMPLOYMENT HISTORY AND COMPANIES REPRESENTED (previous 3 years -- use a separate page, if necessary)

Company	City	State	Phone #	# of Years

## AGENCY/ENTITY INFORMATION (only complete this section if you are the Principal of the Agency)

Agency/Entity Name: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_  Individual/Sole Proprietor  Partnership  Corporation/LLC

Mailing Address: \_\_\_\_\_  
 Street City State ZIP Code

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Site Address: \_\_\_\_\_

## LICENSE INFORMATION

Resident State: \_\_\_\_\_ Resident License Number: \_\_\_\_\_

List each Non-Resident State that you want to be appointed in: *(you are responsible for all associated appointment fees)*

Florida Licensed Producers - Indicate the County(ies) in Florida where you will be soliciting business: *(you will be responsible for all associated county fees)*



BC-101002



4343 N. Scottsdale Rd., Suite 300  
 Scottsdale, Arizona 85251  
 888-724-4267

## Application for Appointment

LIFE INSURANCE COMPANY

### BACKGROUND/PERSONAL HISTORY INFORMATION

**IMPORTANT:** Please read and answer the following questions. For each "YES" answer, provide a detailed explanation on a separate sheet of paper. The answers provided will be verified with a consumer reporting agency. If any information requested below has not been disclosed, this may be sufficient reason to close this application for appointment.

- |     |  |  |
|-----|--|--|
| 1.  | Have you ever been convicted of or plead guilty or no contest to any felony, misdemeanor or a violation of federal or state securities or investment related regulations? (Sagikor Life Insurance Company prohibits appointment of an agent convicted of any felony) | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2.  | Are you currently under investigation by any legal or regulatory authority?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.  | Do you now owe money to any life or health insurance company?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 4.  | In the past ten years have you or a firm in which you were a partner, officer or Director been declared bankrupt or been party to a bankruptcy or receivership proceeding, or have you had a salary garnished or had liens or judgments against you?                 | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 5.  | Has any insurance company or securities broker-dealer terminated your contract or permitted you to resign for reasons other than non-production?   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 6.  | Have you ever been the subject of a consumer-initiated complaint or proceeding by any self-regulatory body or any securities commodities or insurance regulatory body or organization or employer?   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 7.  | Have you ever had a claim filed against your professional liability or errors and omissions insurance coverage?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 8.  | Has any insurance department, government agency or self-regulatory authority ever denied, suspended, revoked, censured or barred your license or registration or disciplined you with fines or by restricting your activities?                                       | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 9.  | Have you ever been appointed with Sagikor Life Insurance Company or one of its affiliates?   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 10. | Are you related to a Sagikor Life Insurance employee?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |

### ANTI - MONEY LAUNDERING TRAINING

11. Have you had any anti-money laundering training in the last 24 months?

YES I certify that, within the last 24 months, I have taken an anti-money laundering training course from another insurance company or an approved third party provider.

Date course was completed: \_\_\_\_\_ DATE REQUIRED

Name of course provider: \_\_\_\_\_ NAME REQUIRED

**I acknowledge that an anti-money laundering refresher course will be required every two years.**

NO I understand that my appointment will not be approved until I complete training and provide a completion date and course provider name. (Note: Call **Producer Appointment** for training availability)

**Note:** Sagikor requires you to maintain Errors & Omission (E&O) coverage as a condition of your appointment. Please provide a copy of your current E&O Policy Declaration Page with your completed application.

I hereby certify that the statements contained in this Application for Appointment are true and correct to the best of my knowledge and belief. I understand that any false statements on this Application may be considered as sufficient cause for rejection of this Application, or for termination, if such false statement is subsequently discovered.

I understand and agree that:

- I can solicit business only in states where I am licensed and appointed with Sagikor Life Insurance Company.
- I will not solicit business in states that prohibit solicitation prior to my appointment.
- As a general rule, it is not acceptable to solicit applications anywhere other than the resident state of the applicant.
- I will abide by all current written rules and regulations set forth by Sagikor Life Insurance Company.

Producer's/Principal's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Principal's Title: \_\_\_\_\_



LIFE INSURANCE COMPANY

4343 N. Scottsdale Rd., Suite 300  
Scottsdale, Arizona 85251  
T. 888-724-4267 / F. 480-425-5125

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

## Producer Agreement

PRODUCER or ENTITY (CORPORATION, LLC, etc.) NAME: \_\_\_\_\_

Sagikor Life Insurance Company (hereinafter called the "Company", "we", "our" or "us") and the Person or Entity named above (hereinafter called "Producer", "you", or "your") mutually agree to the terms of this Producer Agreement ("Agreement") as follows.

### 1. GENERAL AUTHORITY

#### 1.1 AUTHORITY TO SOLICIT

The Company appoints you as a producer to solicit applications for life insurance products and annuities issued by the Company, subject to the terms and limitations in this Agreement. You shall be licensed by the state(s) in which you solicit applications for insurance for the Company. You shall solicit applications in accordance with applicable state laws and regulations, the rules and regulations of the Company, which are made available to you in conjunction with and during your appointment with the Company, as such may be in effect or amended from time to time by the Company at its sole discretion and in accordance with the provisions of this Agreement.

#### 1.2 AUTHORITY OVER PRODUCERS

You are authorized to recruit and recommend to the Company producers to be appointed as your Sub-Producers for purposes of distribution of Company insurance products. The contract made with the Sub-producer shall become effective when executed by the Company and the Sub-producer is licensed and appointed. The Company may refuse to contract with any proposed Sub-producer and reserves the right to terminate any Sub-producer's contract without violating this Agreement.

#### 1.3 LIMITATION OF AUTHORITY

Neither you nor any producers appointed as your Sub-Producers are authorized by or on behalf of the Company to:

- (a) waive, alter or change any provision or condition of the Company's insurance policies, or certificates, applications, producer's contracts, literature or receipts, or modify or extend the amount of time for any premium payment due the Company;
- (b) perform any act other than expressly granted herein, except as specifically authorized in writing by the Company;
- (c) bind the Company by any promise or agreement, to incur any debt, expense or liability in its name or account;
- (d) enter into any legal proceedings on behalf of or as a producer of the Company in connection with any matter pertaining to our business without prior written authorization of the Company;
- (e) enter into any contract, incur any expense or obligation, or cause or permit the insertion or distribution in any publication or otherwise, any advertising or publicity matter which in any way involves the Company without the prior written authority of the Company; or
- (f) use or distribute any materials that reference Company or Company's products, or use the Company logo, without prior written consent of the Company in connection with the solicitation of applications for insurance or appointment of producers. This excludes materials supplied by the Company.

## 2. RELATIONSHIP

### 2.1 INDEPENDENT CONTRACTOR

Your relationship with the Company shall be that of an independent contractor and not that of an employee, with regard to but not limited to, state or federal income tax, Social Security, worker's compensation and unemployment compensation. Subject to applicable industry laws, rules, regulations and standards, you shall be free to exercise independent judgment as to the time and manner you may perform the acts you are authorized to perform under this Agreement. You consent to receiving communications from us regarding any matters within the scope of this Agreement in any form, including, without limitation, phone solicitations, faxes, and e-mails, and you agree to using the Internet to access and read documents that we only make available through our Website. You shall pay all expenses in connection with your agency.

### 2.2 YOUR SUB-PRODUCERS

You also acknowledge that all producers appointed as your Sub-Producers are independent contractors of the Company. You are responsible for training and supervising such producers in accordance with the rules and regulations of the Company and requirements of the state(s) in which they are licensed and act as producers for Sagicor Life Insurance Company.

Should there be a dispute between you and another Company producer relative to this Agreement and specifically regarding a producer's appointment, contract level, hierarchy, or a requested transfer, the Company will have the sole right to decide and settle the dispute. This decision will be binding and conclusive on all parties.

### 2.3 YOUR EMPLOYEES

You are solely responsible for compensation of any persons in your employ including any producers and agree to hold the Company harmless from any damages which may be incurred as a result of your failure to compensate said individuals.

### 2.4 TERRITORY OR PRODUCTS

You have no exclusive territory or product distribution rights. Your territory is any state in which you are licensed and the Company is authorized to conduct business.

Without liability to you, the Company may, at its sole discretion:

- (a) discontinue writing business in any territory;
- (b) discontinue and/or withdraw any product or policy form in any or all states or territories without prejudice to our right to continue use of said form in any other state or territory;
- (c) resume the issuance or use of any form in any state, territory or territories; and
- (d) designate certain products to be marketed only through select persons, distribution organizations, or Company affiliates.

## 3. DUTIES

### 3.1 COLLECTION OF PREMIUM

You shall not receive or collect cash for or on behalf of the Company. You shall only receive or collect checks, drafts, or other financial instruments made payable to the Company. Neither you nor your Sub-Producers are authorized to endorse or cash checks, drafts, or other financial instruments made payable to the Company. You are authorized to collect and promptly remit to the Company the first premium on business produced by you in accordance with the Company's rules and regulations. You shall be liable to the Company for all monies received on behalf of the Company and monies payable to the Company. Any monies received on behalf of the Company will be held in trust by you and shall not be used by you for any personal or other purposes whatsoever, but shall be immediately forwarded to the Company.

### 3.2 DELIVERY OF POLICY

The Producer shall promptly deliver issued policies in accordance with the Company's policies and procedures. The policies may be delivered only if:

- (a) the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as stated in the application for such policy, and
- (b) the first premium has been fully paid.

Any policy not delivered in accordance with the Company's policies and procedures shall be immediately returned to the Company. For each policy issued in the form as applied for and returned for cancellation by the applicant, or for each policy which is reissued at your request, we may require you to reimburse us for an underwriting charge.

### 3.3 PROFESSIONAL ERROR AND OMISSION LIABILITY.

At all times during the term of this Agreement, and at your own expense, you shall carry professional error and omission insurance in an amount of not less than \$1,000,000. You shall carry this claims made coverage for a period of 180 days following expiration or termination of this Agreement or in the alternative purchase an extended claims reporting provision allowing claims arising from actions during the term of this Agreement to be reported up to 180 days after the expiration or termination of this Agreement.

### 3.4 COOPERATION

The Producer agrees that he/she and any of his/her employees and/or agents shall cooperate with the Company and its affiliates in connection with, but not limited to, the following:

- (a) the investigation and settlement of any claim;
- (b) any regulatory agency investigation;
- (c) any administrative or judicial proceeding, regardless of the person or entity initiating such proceeding; and
- (d) the resolution of any customer complaint, directly or indirectly involving the subject matter of this Agreement.

As used herein, "customer complaint" means a written or oral communication expressing a grievance, either directly from an applicant or policy owner or from such person's legal representative or from any governmental or regulatory agency on behalf of an applicant or policy owner. Producer agrees to promptly notify the Company upon receipt of any customer complaint.

## 4. COMMISSIONS

- 4.1 We will pay to you commissions at the rate and in accordance with the conditions set forth in the Commission Schedule.
- 4.2 The Commission Schedule may be amended by the Company at its option, which amendments shall be effective upon written notice to you. Any amendment to the Commission Schedule will apply only to applications written after the effective date of the amendment.
- 4.3 Commissions will be paid on premiums paid in advance of the due dates.
- 4.4 Commissions shall be payable no less than monthly as long as the minimum commission earned equals or exceeds \$50. Any commission earned that remains below \$50 will be paid without interest by the Company in the next commission cycle after the commission balance equals or exceeds \$50. If the premium on any policy secured hereunder is not paid within 90 days from the premium due date and such policy is subsequently reinstated, you shall be entitled to further commissions only if the policy is reinstated through you.
- 4.5 You shall not be entitled to commissions on premiums waived or paid by us under the disability waiver of premium provisions or waiver of monthly deductions of any policy.
- 4.6 Should the Company, at its sole discretion, deem it appropriate at any time to rescind, cancel or non-renew a policy and/or refund any premium on which you were paid commission, then such commission shall be charged back to you and your sub-producers in the month this occurs.

- 4.7 Commissions on benefit riders, term riders, permanent and table extras, replacement policies and conversions shall be payable in accordance with Company practices at the time the coverage is issued, converted or replaced, as the case may be.
- 4.8 All commissions in this Agreement shall be reduced by the amount which the Company, pursuant to the terms of their respective Commission Schedules, pays directly to sub-producers recommended by you and under your supervision. The Company will make available to you no less frequently than monthly, statements showing commissions credited and other account entries within such account period.
- 4.9 The Company must be notified in writing of any disputed amounts or transactions within 90 days of the transaction date. Should a dispute arise between you and another producer over commissions, the Company will have the sole right to determine to whom such commission shall be paid and the decision shall be binding and conclusive to all parties.

## 5. LIABILITY

The producer is authorized to collect and promptly remit to the Company the first premium on business produced by the producer in accordance with the Company's rules and regulations. You shall be liable to the Company for all monies received on behalf of the Company and monies payable to the Company. This includes monies paid to you or to sub-producers recruited or recommended by you. Any monies received on behalf of the Company will be held in trust by the producer and shall not be used by the producer for any personal or other purposes whatsoever, but shall be immediately forwarded to the Company. The Company reserves the right to charge interest on any amounts due hereunder up to 8% per year (or the maximum allowed by law whichever is less).

All records related to applications submitted by you and all accounting records maintained by you relating to our business are subject to inspection at any reasonable time by our authorized representatives. You shall make such records available to the Company on request at any time during normal business hours.

## 6. INDEBTEDNESS AND OFFSET

The Company, as additional security and to secure the repayment of any indebtedness due the Company under this Agreement or any other contract with the Company, shall have a first and prior lien against any compensation due you under this Agreement and against any other sums due or to become due to you from the Company for any reason. You further hereby assign and grant to the Company an interest in all compensation due or to become due and all other sums which you may have on deposit with the Company from time to time. The Company may, at any time, offset any such indebtedness against compensation due you or other monies which you may have on deposit with the Company under this Agreement or any other contract or Agreement with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness. You agree to pay all costs of collection, including attorney fees, incurred by Company or successors it assigns in collecting any indebtedness from you. The term "Company", as used in this paragraph, shall include all companies affiliated with Sagacor Life Insurance Company.

## 7. REIMBURSEMENT & INDEMNIFICATION

You shall reimburse the Company and/or indemnify the Company for any loss including, but not limited to, attorneys' fees resulting from actions by you or your sub-producers and for all costs, expenses and attorneys' fees that the Company may incur in recovering from you any property or indebtedness belonging to or due the Company. You agree to indemnify and hold the Company harmless for any claim, loss, expense, cost or liability which it may incur resulting from your:

- (a) breach of the terms of this Agreement;
- (b) violation of any law or regulation; or
- (c) failure to comply with any court order or order of any governmental agency.

Should any claims or lawsuits be made by any third party against you or the Company as a result of alleged wrongdoing by you, then you shall hold the Company harmless from and indemnify it for any claim, loss, expense, cost or liability which it may incur defending the action and for any settlement or judgment resulting from such action. The Company may, at its discretion, defend or settle any such claim. The terms of this provision shall survive termination, as outlined in Section 12.

## 8. TERMINATION OF CONTRACT

- 8.1 This Agreement shall be automatically terminated without written notice to you by the Company in the event of either:

- (a) Your failure to be licensed to sell insurance and insurance products; or
- (b) Your death; alternately, if you are an entity, upon any event legally or contractually causing a dissolution of the entity. We may continue to rely on this Agreement as existing before such dissolution until we receive formal written notice of dissolution.

8.2 This Agreement may be terminated by either party without cause by written notice to the other party.

8.3 This Agreement may be terminated for cause upon written notice to you by the Company, upon its discovery that you have engaged in any of the following:

- (a) Wrongfully withheld or misappropriated any funds, insurance policies, annuities, vouchers or other property belonging to the applicant, policy or contract owner, or Company;
- (b) Acted to materially prejudice the interests of or to discredit the Company, or acted in a manner which subjected us to liability due to any act, omission or misrepresentation by you;
- (c) Committed any fraud upon the Company or its policy or contract owners; or committed a criminal act involving theft or dishonesty;
- (d) Failed to comply with any insurance or other material law, rule or regulation of any federal, state, or other governmental agency or body having jurisdiction under this Agreement;
- (e) Failed to comply with or otherwise breached the terms or conditions of this Agreement or Company rules and procedures;
- (f) Failed to cooperate completely and honestly with the Company with regard to its handling and resolution of any matter that is related to your representation of the Company pursuant to this Agreement;
- (g) Failed to pay any indebtedness to the Company on written demand; or
- (h) Directly or indirectly endeavored to induce producers of the Company to discontinue their contracts with the Company, or improperly induce the Company's policy owners to relinquish their policies.

Should you be terminated under this Section 8.3, you shall be liable to us for such acts including liability for damages we incur by virtue of such act or acts and you will forfeit all your rights to any further payments and/or commissions under this Agreement. Forfeiture under this Section 8.3 shall not constitute an election by the Company to forego any claim it may have against you.

- 8.4 If the Company believes it may have the right to terminate this Agreement for cause, the Company can notify you that it is suspending this Agreement while it investigates whether cause for termination exists. This suspension can be imposed in place of terminating the Agreement, in order to provide time for determining the facts. Until a suspension is withdrawn, it has the same effect on your rights to commissions and other compensation hereunder, as does a notice of termination for cause. The Company will notify you whether your suspension is to be withdrawn or the Agreement is to be terminated for cause. If the suspension is withdrawn, all accumulated compensation, without interest, will be paid immediately. If the Agreement is terminated, the termination shall take effect as of the date you received the notice of suspension, and no further commissions shall be due or payable hereunder for any reason after the date of termination.
- 8.5 The Company has the right to deem this Agreement to have been terminated for "cause," if, after the Agreement terminates without cause, the Company becomes aware that prior to or subsequent to the termination without cause you violated the provisions of this Section 8 of this Agreement.
- 8.6 Upon termination of this Agreement, you shall immediately deliver to us or destroy, as directed by the Company, all of the previously furnished materials, supplies, advertising and any other printed matter which mentions the Company.
- 8.7 Should the renewal commissions due you be less than \$100 for any calendar year, the Company may discontinue payment to you at its discretion.
- 8.8 Except as set forth in Section 8.3, first year and renewal commissions shall be fully vested as they accrue; renewal commissions will be vested at 100% of the renewal commission percentage shown in the Commission Schedule or amendment.



- 8.9 Upon termination of this Agreement for any reason, all accounts between Company and Producer shall, for the purpose of settlement, be merged into one account. If such account shows a net balance in favor of Producer, the Company shall pay such balance to Producer; but if the account shows a net balance in favor of Company, Producer shall pay such net balance to Company.
- 8.10 In the event of termination of this Agreement for any reason, the liability, lien, reimbursement and indemnification, and set-off provisions hereof shall continue in full force and effect beyond the termination hereof. If, at time of or subsequent to termination, any monies are due or become due from you to the Company, and you fail to repay such monies upon demand, all compensation due hereunder or under any other contract you may have with the Company shall be forfeited. Forfeiture under this provision shall not, in any way, prejudice the Company's right to pursue any remedies available to it to collect any monies owed by you to the Company.

## 9. NOTICES

Any notice or demand required or permitted to be given under this Agreement shall be in writing, and shall be deemed effective (unless this Agreement provides for a different method or period of time), upon actual receipt by the party receiving the notice at its then principal place of business, principal facsimile number, or principal email address. Your principal place of business will be deemed your last known address, facsimile number, or email address in the Company's records. The Company's principal place of business and principle facsimile number are as presented at the top of this Agreement; its principal email address is the email address of its Chief Channel Officer at the time the notice is being given. All notices to the Company should be addressed to the attention of the Company's Chief Channel Officer. Either party may change the address, facsimile number, or email address to which such notices are to be addressed by giving the other party notice in the manner herein set forth. There will be a rebuttable presumption of receipt upon (a) the notification of a successful facsimile or email transmission; (b) delivery confirmation by an overnight courier service; (c) delivery confirmation by certified U.S. Mail; or (d) personal delivery.

## 10. SEVERABILITY

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

## 11. NON-WAIVER

The forbearance or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Agreement, whether continuing or not, or to take action against you including termination of the contract, shall not be construed as a waiver of any of the Company's rights or privileges hereunder. No waiver of any right or privilege of the Company arising from any default or failure of performance by you shall affect the Company's rights or privileges in the event of a further default or failure of performance.

## 12. SURVIVAL

The provisions of Sections 3.1, 3.4, 5, 7, 8, 11, 14, 15 and 16 shall survive termination of this Agreement.

## 13. ASSIGNMENT / AMENDMENT

This Agreement may be assigned by the Company without obtaining your consent. You may not assign this Agreement or any part hereof, without obtaining the prior written consent of the Company. The Company reserves the right to amend this Agreement at any time upon written notice to you. This Agreement may not be amended or changed by any verbal promise or statement by whosoever made, and no written amendment or change will bind the Company unless it is signed by an Officer of the Company, and expresses an intention to amend or change this Agreement. Your submission of an application for a policy after there has been written notice to you will constitute your agreement to such amendment.

## 14. ARBITRATION

If any dispute or disagreement shall arise in connection with any interpretation of this agreement, its performance or non-performance, or the figures and calculations used, the parties shall make every effort to meet and settle their disputes in good faith informally. If the parties cannot agree on a written settlement within 90 days after it arises, or within a longer period agreed upon by the parties, then the matter in controversy shall be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of any arbitration shall be Hillsborough County, Florida (or such other place as determined by the Company, at its sole discretion).

## 15. APPLICABLE LAW

To the full extent controllable by our stipulation, this Agreement shall be construed in accordance with Company rules and policies now or hereafter established and shall be interpreted and enforced under the laws of Florida without regard to conflicts of law principles.

## 16. INFORMATION PRIVACY AND SECURITY AND ANTI-MONEY LAUNDERING REQUIREMENTS

You acknowledge that you have accessed and read the Company's Privacy and Anti-Money Laundering Policies, which are available by links on the bottom of Company's website, and, in accordance and furtherance thereof and in support of Company's commitment to complying with all applicable laws and regulations, you agree to comply with:

- (a) Our policies regarding the use of private policyholder information and the prevention of money laundering;
- (b) The Federal Gramm-Leach-Bliley Act and all other applicable federal and state privacy and information security laws;
- (c) The USA Patriot Act of 2001 and other Statutes administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC");
- (d) Requirements of the Health Insurance Portability and Accountability Act of 1996, as applicable; and
- (e) The Telephone Protection Act of 1991 (amended 2003), and the National Do Not Call List administered by the Federal Trade Commission (FTC).

## 17. COUNTERPARTS; ETC.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. The electronic transmission of a signed signature page, by one party to the other(s), shall constitute valid execution and acceptance of this Agreement by the signing/transmitting party. This Agreement shall not be altered or amended except as provided in Section 13. No ambiguity in any provision hereof shall be construed against a party by reason of the fact it was drafted by such party or its counsel. References to "including" means including without limiting the generality of any description preceding such term. For purposes of this Agreement: "hereof," "hereby," "hereunder," "herewith," "hereafter" and "hereinafter" refer to this Agreement in its entirety, and not to any particular subsection or paragraph.

## 18. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter contained herein and supersedes all prior written or oral contracts and agreements and all contemporaneous oral contracts, agreements and understandings relating to the subject matter hereof.

## 19. TRADEMARKS

You acknowledge that the Company and/or its affiliates are the owner of all right, title and interest in and to the tradenames "Sagikor" and "Sagikor Life Insurance Company" as well as other designs trademarks, service marks, mottos and logos (the "Marks") that have become associated with the Company. You are hereby granted a limited license to use the Marks only to the extent necessary to carry out your duties hereunder. This license shall terminate effective upon termination of this Agreement.

## 20. BENEFICIARIES

If you are an individual, your Primary and Contingent Beneficiary designations (for the receipt of vested commissions) should be indicated in this Agreement. If no designations are shown, your estate will be your beneficiary. The Contingent Beneficiary will participate in the receipt of benefits only upon death of all Primary Beneficiaries prior to your death. You may change any beneficiary without his or her consent, prior to designation of any irrevocable beneficiary, by filing a written request for the change with the Company's Administrative Office at 4343, N. Scottsdale Road, Suite 300, Scottsdale, Arizona 85251. The request will not be effective until the Company sends you notice that the request has been received. Once this notice has been sent, the change will relate back to and take effect as of the date you signed the request. The Company will not be liable for any payments it makes before it acknowledges receipt of the request. A new designation of beneficiary terminates the interest of all previous beneficiaries.

21. BENEFICIARY DESIGNATIONS

Primary Beneficiary

Full Name	Relationship	Address	SSN/TIN	DOB	%

Contingent Beneficiary

Full Name	Relationship	Address	SSN/TIN	DOB	%

[Remainder of Page Intentionally Left Blank.]

I HAVE READ, UNDERSTAND, ACCEPT, AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, AND I AGREE TO READ, ACCEPT AND ABIDE BY ALL THE COMPANY'S RULES AND PROCEDURES, INCLUDING, BUT NOT LIMITED TO, THE TERMS AND CONDITIONS STATED IN THE COMPANY'S PRODUCER OPERATING MANUAL AND PRODUCER COMPLIANCE MANUAL AS OF THE DATE OF MY EXECUTION OF THIS AGREEMENT AND AS THEY ARE SUBSEQUENTLY AMENDED BY THE COMPANY.

I understand and agree, that as a producer of Sagicor Life Insurance Company, it is not only my "ethical responsibility" but it is required that I have a thorough understanding of the Company's products. I will present accurately and honestly all facts essential to each potential policyholder's decision and recommend only a product suitable for their needs.

This Agreement shall be first signed by you and shall not be effective until thereafter accepted and signed by the Company. I hereby affirm that all answers and information provided by me are true.

\_\_\_\_\_  
Name (and title if signing as Principal for Entity)

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Signature of Producer or Principal of Entity

\_\_\_\_\_  
Date Signed

ACCEPTED AND AGREED:

Sagicor Life Insurance Company

Signature: \_\_\_\_\_

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

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

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



4343 N. Scottsdale Rd., Suite 300  
 Scottsdale, Arizona 85251  
 888-724-4267

LIFE INSURANCE COMPANY

## DISCLOSURE OF INTENT TO OBTAIN CONSUMER REPORTS

Sagicor Life Insurance Company may obtain one or more consumer reports with respect to establishing your eligibility for appointment, annualization, contract or hierarchy changes, reassignment, and/or retention as a producer of Sagicor Life Insurance Company.

If requested, the report(s) could be obtained from one or both of the investigative consumer-reporting agencies below: As disclosed below, the reports may contain information regarding your character, general reputation, personal characteristics and mode of living. The nature and scope of these reports are: financial and credit history, criminal records search, licensing and disciplinary action history and employment verification.

Vector One  
 PO Box 12368  
 Scottsdale, AZ 85267  
 (800) 851-8559

GIS (eQuest+)  
 PO Box 353  
 Chapin, SC 29036  
 (888) 333-5696

## AUTHORIZATION TO OBTAIN CONSUMER REPORTS

The undersigned hereby authorizes Sagicor Life Insurance Company to procure one or more consumer reports and to access the information obtained with respect to establishing your eligibility for appointment, annualization, contract or hierarchy changes, reassignment, and/or retention as a producer of Sagicor Life Insurance Company.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name/Agency Name (if requesting an agency/corporate appointment)

\_\_\_\_\_  
 Title

### Fair Credit Reporting Act - Notice of Proposed Investigative Consumer Report

Pursuant to the Fair Credit Reporting Act, this notice is to inform you that as a component of our contracting and appointing process, Sagicor Life Insurance Company may request an investigative consumer report which may include information related to your character, general reputation, personal characteristics, and mode of living. You have the right to request in writing, within a reasonable period of time after receipt of this notice, a complete disclosure of the scope of the investigation requested and a written summary of your rights under the Fair Credit Reporting Act. Send your request to: Producer Appointment, Sagicor Life Insurance Company, 4343 N. Scottsdale Road, Suite 300, Scottsdale, AZ 85251. Disclosure information must be in writing and mailed to you, along with the written summary of your rights, within five (5) business days after receipt of your written request. Also Sagicor Life Insurance Company may share the information contained in the investigative report and other information in your file, with its affiliates; unless you send a written request to the above-described address directing that this information not be disclosed or shared with affiliates.



BC101005

## **ATTENTION: CALIFORNIA RESIDENT AGENTS**

Pursuant to California Investigative Consumer Reporting Agencies Act, Sagacor Life Insurance Company is required to provide you with the following summary of provisions.

### California Investigative Consumer Reporting Agencies Act Summary of the Provisions of Section 1786.22

1. An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
2. Files maintained on a consumer shall be made available for the consumer's visual inspection as follows:
  - a. In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
  - b. By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
  - c. A summary of all information contained in files on a consumer and required to be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, the toll charge, if any, for the telephone call is prepaid or charged directly to the consumer.
3. The term "proper identification" as used in subdivision (2) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer-reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
4. The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
5. The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
6. The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such a person's presence.





LIFE INSURANCE COMPANY

4343 N. Scottsdale Rd., Suite 300  
Scottsdale, Arizona 85251  
888-724-4267

# Hierarchy Compensation Authorization And Appointment Checklist

## HIERARCHY COMPENSATION AUTHORIZATION

Name of Up-Line: \_\_\_\_\_ Producer Number of Up-Line : \_\_\_\_\_

Name of New Producer: \_\_\_\_\_  Initial  Hierarchy Change

New Producer Compensation Level: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Up-Line Date

\_\_\_\_\_  
Signature of Sagicor Regional Sales Manager (if applicable) Date

## APPOINTMENT CHECKLIST

PLEASE COMPLETE AND RETURN THIS PAGE WITH YOUR CONTRACT

We welcome you to Sagicor Life Insurance Company! Checking each item will help to ensure that we have all the information necessary to process your appointment in an expedient manner.

- Completed **Hierarchy Compensation Authorization**.
- Completed **Producer Appointment Application**. *(Please complete each question, sign and date)*. We must have your complete 3 year employment and address history.
- Please provide a copy of your current **Errors & Omissions** policy declaration page *(Required for Appointment)*.
- Producer Agreement for Individual and Agency (if applicable)** – Signed and Dated.
- Authorization to Obtain Consumer Reports** – Signed and Dated.
- Request for Taxpayer Identification Number Form** – Completed, Signed and Dated.
- Copy of your license** for your resident state. Copies of all **NON-RESIDENT LICENSES FOR STATES IN WHICH YOU WILL BE PRODUCING**. You must provide applicable non-resident state appointment fees.
- If commissions are being assigned/paid to a different entity, the **Assignment of Commissions** form must be completed before we can pay commissions to the assigned party. If required by law, we may require a **copy of the agency/corporation insurance license** for each state in which you are requesting appointment.
- Commissions** are paid via electronic fund transfer on the next business day following the occurrence of any daily commission transaction (settled new business, renewals, earned commission and bonuses). Please complete the **Direct Deposit Authorization** information needed to receive compensation in this manner, if not already on file with Sagicor.
- Provider Name and Completion Date of the **Anti-Money Laundering training course** *(Required for Appointment)*.

**Mail to:** Sagicor Life Insurance Company  
Producer Appointment Department  
4010 W. Boy Scout Blvd., Suite 800  
Tampa, Florida 33607

**Fax to:** 866-463-0397  
**Questions?**  
Call Producer Appointment at  
1-888-724-4267



BC101006