

SBLI Contracting Checklist

| Dir | ect Upline: Agent #: |
|-----|---|
| Doc | uments To Be Completed & Returned: |
| | Agent Application Checklist |
| | Agent Application |
| | SBLI's Accelerated Underwriting Program Acknowledgement |
| | Producers Agreement |
| | SBLI's Replacement Policy [MT-20] |
| | Request for Direct Deposit of Commissions [K-25C] w/Voided Check (REQUIRED) |
| | VectorOne Debit-Check Agent/Agency Authorization Form |
| | W9 Form |
| | Proof of E&O |
| | Individual State License(s) |
| | Corporate State License(s) (If Applicable) |

If interested in Annualized Commissions (optional):

- SBLI Annualization Program Agent Checklist
- SBLI Annualization Addendum

SEND TO:

Mail: Attention: Life Licensing American Brokerage Services 803 East Willow Grove Avenue Wyndmoor, PA 19038 Email: lifesubmission@absgo.com



Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) ______ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) _____ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) _____ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) _____ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) _____ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Agent/Agency Printed Name: _____

Signature: ____

Date:

FOR COMPANY USE ONLY AGREED AND ACKNOWLEDGED BY COMPANY: Name of Company: Signature:

Name and Title:



AGENT APPLICATION CHECKLIST

| Attn: Email: Fax: | Records Department <u>records@sbli.com</u> 781-994-4240 | | | | | | |
|-------------------------|--|--|--|--|--|--|--|
| | | | | | | | |
| | lame: Number: | | | | | | |
| | Name: | | | | | | |
| | ew Business Application Been Submitted? Yes No | | | | | | |
| | drop ticket application? Yes No | | | | | | |
| | tion Signed State: Ites Ites Ites Ites Insured Name: | | | | | | |
| | Select Commission Schedule Below: | | | | | | |
| | Life I II III IV V VI K* Annuities OA OB OC OD OE OK* *These schedules will pay all commissions to the agent's GA/AGA. The agent will not receive any commissions directly from SBLI. These schedules are not available to any agent paying a payee. | | | | | | |
| | Completed Agent Appointment Application Home address provided | | | | | | |
| | Social Security number provided | | | | | | |
| | □ Signature provided | | | | | | |
| | Completed Accelerated Underwriting Acknowledgement form | | | | | | |
| | Agent answered no to questions 1-7 or provided explanation for all questions answered yes (Section IV) | | | | | | |
| | Skip to the next section if the agent OR the General Agency will receive all commissions directly | | | | | | |
| | Provided Legal Name of Corporation for the Payee | | | | | | |
| | Provided Corporation Tax ID for the Payee | | | | | | |
| | Completed Certifications Proof of AML Certification attached | | | | | | |
| | Proof of Annuity Training Certification attached (only applicable for annuity business) | | | | | | |
| | Proof of SBLI Annuity Product Training Certification attached (only applicable for annuity business) | | | | | | |
| | Completed and signed all pages of Producer Agreement | | | | | | |
| | Proof of E&O Certification attached | | | | | | |
| | Appoint this agent in the following states (s): (max of 2 state appointments without an application. SBLI's pre-appoint states are IN, OR, PA, UT) | | | | | | |
| | Direct Deposit Enrollment Form *Not required for Schedules K and OK | | | | | | |
| | Completed Contact information on page 2 of checklist | | | | | | |
| 03/19 | The Savings Bank Mutual Life Insurance Company of Massachusetts Page 1 of 2 | | | | | | |

CONTACTS

| Case Manager contact info for New Business and Underwriting: |
|--|
| Name: |
| Email: |
| Phone: |
| |
| Licensing contact information: |
| Name: |
| Email: |
| Phone: |
| |
| Commissions contact information: |
| Name: |
| Email: |
| Phone: |



AGENT APPLICATION

Section I—INDIVIDUAL APPLICATION OR CORPORATE PRINCIPAL REQUIRED INFORMATION

| Name: | | | | | | |
|---|-----------------------------|-----------------------|------------------|--------------|----------|--------------------|
| Last | First | | Mid | dle Initial | | |
| Social Security Number: | | | Gender: | Male | _ | Female |
| Home Address: | | | Date of Birth | ۱ | | |
| | | | | Month | Day | Year |
| City: | State: | Zip: | | _ | | |
| Email Address: | Hom | e Phone Number: | | | | |
| Business Name: | | | | | | |
| Business Address: | | | | | | |
| City: | State: | Zip: | | | | |
| Business Phone Number: | | | | | | |
| | Se | ection II—E&O | | | | |
| | | | | | | |
| Do you have errors and omissio | ns coverage? Yes | NO | | | | |
| If you are a general agent, does | your E&O policy cover | agent/broker ac | tivity? | Yes | _No | |
| E&O Carrier: | | | Policy Num | ber: | | |
| Effective Date: | | | Expiration l | Date: | | |
| *Please include a copy of your certificate | | | | | | |
| | Section III- | -PAYEE INFORM | ATION | | | |
| This section must be completed if t | he agent is direction com | nmission to a payee | 2 | | | |
| If payable to a Payee: 1. Complete W-9 form | | | | | | |
| 2. Complete Direct Deposit E | nrollment form | | | | | |
| 3. Complete the following: | | | | | | |
| Entity Name: | | Tax ID I | Number: | | | |
| Address: | | | | | | |
| City: | State: | Zip: | | _ | | |
| Principal for Corporate or Partnersl | nip Records: | | | | | |
| Name of Primary Contact: | | Email A | ddress: | | | |
| You are allowed to designate third part | | | | | | |
| 1. Non-licensed persons or entities (| including Insurance Agencie | es) provided they wer | e not involved i | | lf you | designate a non-li |
| appointed person or entity, you cePlease see attached Override and | | - | | ist be licen | sed or a | appointed in order |

receive commission payment.

Section IV—BACKGROUND INFORMATION REQUIRED FOR ALL APPLICANTS

Please provide complete details for any "yes" answers on a separate sheet.

| 1. | Are there any outstanding judgments, liens, charge-offs or any debit balances with any insurance company? | Yes | No |
|----|---|-------|----|
| 2. | Have you ever been declared bankrupt or insolvent either personally or in business or do you have a bankruptcy pending? | Yes _ | No |
| 3. | Have you ever been charged with, convicted of, or plead no contest to any felony or misdemeanor, violation of any state insurance regulations or statutes, or violation of any federal and state securities or investment regulations? | Yes _ | No |
| 4. | Have you ever been the subject of an insurance or investment related consumer initiated complaint? | Yes _ | No |
| 5. | Have you ever had an insurance license denied, revoked, canceled or suspended? | Yes _ | No |
| 6. | Are you now the subject of any complaint, investigation or proceeding which could result in a yes answer to any of the above questions? | Yes _ | No |
| 7. | Has any securities or insurance brokerage firm or insurer with whom you have had a relationship with ever filed a bankruptcy petition or been declared bankrupt either during your association or within 5 years after termination of such association? | Yes _ | No |
| 8. | Has an E&O provider denied an application or claim, paid a claim, cancelled or refused renewal? | Yes _ | No |

Explanation (can also be attached):

Section V—TRAINING AND CERTIFICATIONS

Trainings/certifications are required prior to soliciting business. Please attach a copy of all certificates listed below indicating course completion

| 1. | Anti-Money Laundering Course Name: | _ | |
|------|---|------------------------|----|
| | Provider: | Completion Date: | |
| lf y | ou will not be soliciting annuity business skip to Section VI | | |
| 2. | Annuity State Specific Training Course Name: | _ | |
| | Provider: | Completion Date: | |
| 3. | SBLI Annuity Product Training— <u>https://learn.questce.com/sbli/</u> Course Name: | Completion Date: | |
| 03, | 719 The Savings Bank Mutual Life Insurance Com One Linscott Rd | npany of Massachusetts | Pa |

Section VI—DISCLOSURE AND AUTHORIZATION

FAIR CREDIT REPORTING ACT DISCLOSURE

Pursuant to the Fair Credit Reporting Act (FCRA), the Savings Bank M u t u a l Life Insurance Company of Massachusetts (SBLI) hereby discloses to you that investigative consumer reports containing information including but not limited to your character, general reputation, personal characteristics, mode of living, work habits, experience, reasons for termination of past employment, professional licenses or credentials, financial/credit history, or criminal/civil/driving record history may be generated in connection with your application for appointment or for any appointment purpose at any time during your appointment. The investigative consumer reports are provided to SBLI by GENERAL INFORMATION SERVICES, INC. (GIS),

P.O. Box 353, Chapin, SC 29036, (866) 265-4917. A complete and accurate disclosure of the nature and scope of the investigation will be provided to you upon your written request.

For California/Minnesota/Oklahoma applicants:

Please check here to receive a copy of the investigative consumer report:

ACKNOWLEDGEMENT, AUTHORIZATION & CERTIFICATION

I authorize SBLI to procure consumer reports and/or investigative consumer reports for appointment purposes, including, without limitation, reports regarding character, general reputation, personal characteristics, mode of living, work habits, performance or experience, reasons for termination of past employment/professional license or credentials, financial/credit history, or criminal/civil/driving in connection with my application for appointment. The nature and scope of the information that SBLI will be requesting and reviewing may include: criminal, education, employment, military, fingerprint and Department of Motor Vehicles records; social security number trace; regulatory reporting history; and address history. SBLI will be obtaining this report from GIS at the address listed in the above disclosure statement.

I understand that this authorization shall remain on file and shall serve as a continuing authorization for SBLI to procure investigative consumer reports for appointment purposes at any time during my appointment. This authorization shall be valid in original, faxed or photocopied form. This authorization shall expire upon termination of my appointment with SBLI.

Under penalties of perjury, I hereby certify that all of the information herein is accurate and complete. acknowledge and agree that my appointment will, in part, be based on this application for appointment and background information, and any falsification, misrepresentation or omission of information may result in the withholding or withdrawal of any offer of appointment or the revocation of appointment by SBLI whenever discovered. I acknowledge that I have received and read the above disclosure statement, and that I understand it.

Print Agent Name

Agent Signature

Date



SBLI's Replacement Policy

SBLI does not encourage Producers to use the replacement of life insurance policies or annuity contracts as a marketing practice unless it specifically is to the benefit of the customer. All producers are responsible for knowing and are expected to comply with SBLI's replacement policies and guidelines in addition to any state regulations regarding replacement.

A replacement occurs when a customer cancels or lapses all or part of an existing life insurance policy or annuity contract in favor of a new one. When a customer uses or intends to use funds obtained by the withdrawal, surrender, or borrowing of values from an existing life insurance policy to pay all or part of a premium due on a new policy, it is a Financed Purchase Transaction and is treated as a replacement.

When a transaction meets this definition, the replacement question on the Application should be answered yes, the Producer Replacement Check List and Transmittal Form should be completed and the producer should be in compliance with all replacement requirements. An applicant should receive all information necessary to make a decision in his or her best interest, including complying with state requirements and reading the notice regarding replacement. **These new procedures apply when any applicant has an existing life insurance policy or annuity contract, whether or not they answer yes to the replacement question.**

All individualized sales materials, including illustrations or disclosure documents used in the transaction, as well as the applicable replacement form must be submitted to SBLI's home office with the application.

There are situations where there can be a "Good Replacement". A "Good Replacement" should have the following characteristics:

- It benefits the client in the short and long term with no adverse effect.
- The new policy is less expensive.
- No features or benefits are lost, such as lower death benefits, surrender charges, cash values or higher guaranteed interest rates.
- No loss of favorable tax benefits occurs.
- No loss of benefits provided by rider, such as guaranteed insurability or waiver of premium occurs.
- New contestability and suicide clauses are explained and are not of significance to the applicant.
- For some replacements, including surrenders and exchanges, the insured should be informed that the new policy will be credited with the time that has elapsed, under the old policy, relative to the suicide and incontestability period. This rule only applies up to the face amount of the old policy.

Compensation for internal replacements, surrenders and exchanges will be adjusted according to company guidelines.

I have read the above policy and will comply with all requirements.

MT-20



| Agent/Agency: | |
|--|--|
| Agent/Agency Number: | |
| Bank Account Name: | |
| Bank Name and Address: | |
| Bank Routing Number: | |
| Bank Account Number: | |
| Type of Bank Account: Checking: Savings: | |

I (we) hereby authorize The Savings Bank Mutual Life Insurance Company of Massachusetts (SBLI) to initiate electronic credit entries for and or/deposit all commission payments for the above mentioned agent/agency, as they become due, to my (our) account at the depository bank listed above. I (we) understand that this agreement shall remain in effect until SBLI has received written notice from me (or either of us) of its termination and has reasonable time and opportunity to act. I (we) understand that if it shall be found that, as to any payment, the amount of which was deposited as herein provided, I (we) was not entitled thereto, I hereby authorize the said depository bank to refund the amount of any such payment to SBLI and to charge to the account listed above the amount of any sum so refunded.

Account Holder Signature:

Complete and return this form to:

E-mail: Records@SBLI.com Fax: (781) 994-4240

| Date: | |
|-------|--|
| | |

| | John Doe 123 Main Street Any Town, State 00000 | Date |
|--------------------|--|------|
| | Pay to the Order of | \$ |
| | Bank Name B | |
| | For | |
| C | C 213424214 1234321421 D | |

Be sure to include a voided check

A – Account Owner Name B – Financial Institution

C – Bank Routing Number

D – Account Number

THE SAVINGS BANK MUTUAL LIFE INSURANCE COMPANY OF MASSACHUSETTS PRODUCERS AGREEMENT

| This Producer Agreement (the "Agreement"), dated | | | | | | (the "Effective Date") is | by and | |
|--|--|-------------|----------------|----------------|--------------------|---------------------------|--------------|---------|
| betweer | between the Savings Bank Mutual Life Insurance Company of Massachusetts, a corporation duly organized un | | | | | | | |
| laws of | the Commonwea | alth of Mas | sachusetts, wi | th a usual pla | ace of business at | One Linscott Roa | d, Woburn, | MA |
| (the | "Company" | or | "SBLI") | and | | | | located |
| at | | | | | | | | (the |
| "Produc | er") | and | | | | | located | at |
| | | | <u> </u> | | | (the "Gen | eral Agent") | |

The Producer is a: Corporation
Partnership
Individual

I. Section One: Authorization, Duties & Limitations of Authority

- A. <u>Authorization</u>: The Company hereby appoints the Producer and the Producer accepts such appointment to submit applications and initial premiums for individual life insurance policies and annuity contracts issued by the Company, and for such other incidental purposes.
- B. <u>Duties of the Producer</u>: The Producer shall:
- 1. Comply with all applicable state licensing requirements.
- 2. Solicit and promptly transmit applications for policies to be issued by the Company;
- 3. Render services to policyholders and beneficiaries of policies as required by the Company;
- 4. Remit promptly to the Company, for credit only against the proper account, any and all monies or securities received by the Producer as full or partial payment of premiums, bills, accounts, charges and other items of any nature whatsoever, and until such monies and securities are remitted, hold them in trust for the benefit of the Company. The Producer may not offset compensation or other amounts owed to Producer against any premiums held in trust for the benefit of the Company;
- 5. Promptly forward to the Company all information which comes into the Producer's possession concerning the underwriting of any risk whether such information bears favorably or unfavorably on such underwriting;
- 6. Maintain proper records and accounts of business transacted under this Agreement, in such manner and form as may be required by the Company, which records shall be the property of the Company, whether or not paid for by the Company; and make such records and accounts available to the Company, with reasonable notice, during all business hours;
- 7. Allow the Company, its representatives and accountants to conduct at any time, with prior written notice, whatever audit of Producer's books and records the Company deems necessary with respect to the business transacted by Producer under this Agreement;
- 8. Comply with the continuing education requirements for insurance agents and brokers under applicable law;
- 9. Generally endeavor to promote the interests of the Company as contemplated by this Agreement and conduct oneself so as not to affect adversely the business or reputation of the Company;
- 10. Comply with all rules, procedures and regulations of the Company;
- 11. Receive compensation for services hereunder in accordance with the Supplemental Agreement attached hereto. The company reserves the right to alter or amend the compensation formula after thirty days written notice;
- 12. Notify the Company of any consumer complaint, regulatory investigation, disciplinary action, judicial proceeding and the like involving you or any of your sub-producers, if any, with respect to the marketing or sale of the Company's products, or any activity in connection therewith;
- 13. Keep regular and accurate accounts of all transactions under its appointment in a format approved by the Company.
- C. <u>Limitations of the Producer's Authority</u>: Producer shall not have authority to, nor shall Producer represent having such authority to do, any of the following:
 - 1. Hold oneself out as an employee, partner, joint venturer or associate of the Company;

- 2. Hold oneself out as an agent or broker of the Company in any other manner, or for any other purpose, than is specifically prescribed in this Agreement;
- 3. Alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, illustrations, receipts, contracts, questions, statements or answers on any application of insurance of the Company in any respect;
- 4. Collect any premiums or payments on behalf of the Company whatsoever, except initial premiums or additional annuity contributions;
- 5. Bind the Company on any application for, or policy of, insurance, unless provided for in a conditional receipt authorized by the company;
- 6. Guarantee any premiums, interest rates, or dividends or any provision unless guaranteed in a policy;
- 7. Incur any debts or liability for or against the Company.

II. Section Two: Compensation

- A. <u>Commissions</u>: The Producer agrees to receive compensation for services at a rate based on the schedule attached hereto. All commissions earned and chargebacks will be based upon only sales completed after the date of this Agreement. The total commissions earned will be paid to the Producer on a monthly basis. Charge backs will be paid by the Producer to the Company on a monthly basis.
- B. <u>Forfeiture</u>: If at any time Producer engages in the conduct described below, Producer will forfeit the right to all commissions from and after that time, and all commissions will become the Company's property:
 - 1. Withhold or misappropriate any money or other property belonging to the Company;
 - 2. Subject the Company to liability due to Producer's misfeasance or malfeasance;
 - 3. Commit an act of fraud or embezzlement;
 - 4. Fail to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction over this Agreement;
 - 5. Fail to conform to the rules and regulations of the Company;
 - 6. Engage in conduct that is grounds for suspension, revocation or termination of Producer's insurance license;
 - 7. Without the Company's prior written consent, induce or try to induce any agent appointed by the Company to end his/her relationship with the Company;
 - 8. Fail to pay any indebtedness to the Company on demand;
 - 9. Systematically replace the Company's policies with other companies' policies.
- C. <u>Refunds</u>: Should the Company for any reason refund any premium on any policy subject to this agreement, Producer shall repay, on demand, any commission received on that premium.

III. Section Three: Debts

If the Producer, or the Producer's assignee(s), owes money to the Company or any of its affiliates at any time for any reason:

- 1. Any amounts (including commissions) that the Producer or Producer's assignee(s) must repay to the Company or any of its affiliates are debts that are due and payable upon demand;
- Interest may accrue and be payable on any debt beginning on the date of the event that creates the obligation of payment;
- 3. Interest shall be at the rate of 12% per annum (or such lesser rate which is the maximum rate permitted by law) and the Company may also charge Producer costs and reasonable fees (including attorney's fees) if the debt is referred to a third party for collection;

THE SAVINGS BANK MUTUAL LIFE INSURANCE COMPANY OF MASSACHUSETTS PRODUCERS AGREEMENT

- 4. Any amounts that the Producer or the Producer's assignees owes to the Company, or any of its affiliates, are and shall be secured by first lien against any compensation that may be or become due or payable to the Producer or Producer's assignee(s), which first lien is hereby granted to the Company by the Producer and the lien hereby created shall not be extinguished by the termination of this Agreement;
- 5. Any amounts payable or that become payable to the Producer hereunder shall be subject to a lien and right of setoff for any debt from the Producer to the Company, or any of its affiliates, whether then existing, contingent or not yet matured, all in such amounts as the Company may reasonably determine;
- 6. Because the Producer's commission earnings act as security (under the previous paragraph) for any amounts that the Producer or Producer's assignee(s) owes to the Company, or any of its affiliates, the Producer agrees that with respect to any policies to which this Agreement relates, the Producer will not induce or try to induce the reduction or stoppage of premium flow, or the transfer of premiums (in whole or in part) to any other insurance company or to any other investment instrument, for so long as any amounts are owed to the Company, or any of its affiliates, by the Producer or any of Producer's assignee(s) (including after termination of this Agreement).
- 7. The Company may recover any amounts advanced to the Producer or the Producer's assignee(s) or any amounts paid on the Producer's behalf by the Company or its affiliates, or any amounts charged to Producer or Producer's assignee(s) under this Agreement from any commissions or other compensation due to the Producer from the Company but not yet paid. Additionally, the Company may recover from Producer, without first exhausting its remedies at law, any amounts owed to the Company by the Producer or Producer's assignee(s) under this Agreement.
- 8. Upon termination of this Agreement, the Producer must promptly pay, on demand, any debts owed by the Producer or Producer's assignee(s), including any chargebacks payable and remaining due, to the Company. Repayment is required even for chargebacks made on or after the termination of this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

IV. Section Four: Term & Termination

- A. <u>Term</u>: The term ("Term") of this Agreement shall begin on the Effective Date and shall continue until terminated in accordance with this section. However, Sections three (3), four (4), seven (7), eight (8), twelve (12), thirteen (13), and fourteen (14) will survive any termination of this Agreement.
- B. <u>Voluntary Termination</u>: The Agreement may be terminated at any time by either the Company or the Producer, with or without cause, by providing a notice of termination to the other party in accordance with Section 16 of this Agreement. Neither party shall commence suit against the other party for improper termination if proper prior written notice is provided.
- C. <u>Automatic Termination</u>: This Agreement terminates automatically:
 - 1. Upon the revocation, termination or nonrenewal of the Producer's license; or,
 - 2. Upon the dissolution of the Company or the disqualification of the Company to do business under any applicable laws.

V. Section Five: Territory

The Producer may solicit business and collect first premiums on behalf of the Company in any state in which both the Company and the producer are licensed to transact insurance business. The territory is not assigned exclusively to the producer.

VI. Section Six: The Company's Right to Reject Applications and Cancel or Rescind Policies

The Company reserves the right, in its sole discretion and without liability to the Producer, to disapprove or reject any application submitted, to limit or restrict the amount or plan of any policy it shall issue, to require a higher premium than that applied for, to rescind any existing policy when appropriate, to alter or withdraw policies offered from time to time, and to introduce new policies.

VII. Section Seven: Marketing & Trademarks

The Producer shall obtain prior approval before the use of any advertising material, brochure, letters, illustrations or training manuals relative to the Company or its products. The Agency agrees to refrain from using the Company's logos or trademarks in any way without obtaining the Company's prior written consent.

VIII. Section Eight: Intellectual Property & Confidentiality

- A. <u>Customer Lists</u>: Producer acknowledges that the list of names and addresses of SBLI customers who purchase or have purchased SBLI policies or contracts through the Producer shall be owned fully and equally by both parties. The Company reserves the right to communicate directly with any of its customers produced by the Producer provided that, during the pendency of this Agreement, it shall not solicit the same, for additional coverage or other products or programs marketed by or offered by the Company without first obtaining the written approval of the Producer.
- B. <u>Proprietary Information</u>: All the information and materials provided by the Company to the Producer remain proprietary to the Company, including but not limited to contracts, origination credit schedules, administrative manuals and any other operations manuals. The Producer shall not disclose any such information or materials or use them except as may be required to carry out its obligations under this Agreement. All underwriting records, claim records, applications, claim forms and correspondence relative to the insurance provided under the Policy are the property of the Company. The Producer shall protect the confidentiality of all such documents and records. Any such material in the Producer's possession shall be promptly delivered to the Company on demand.
- C. <u>Confidentiality</u>: Except as authorized under this Agreement or by the Company, Producer shall not directly or indirectly use, disseminate, refer or reveal to any other party the contents of any customer files, any list(s) of SBLI policyholders or any other proprietary information as defined, either during the term of this Agreement or at any time after its termination.

IX. Section Nine: Replacement

Producer shall refrain from taking any action to induce any SBLI customer to terminate, reduce or replace any existing SBLI policy or contract unless after a suitability analysis you can demonstrate that the replacement is in the best economic interests of the customer. Any such analysis shall include a comparison of cost indices under model NAIC cost disclosure regulations and a rate of return analysis if whole life insurance is involved. Disclosure of a new contestable period and suicide clause, if applicable, shall also be included.

X. Section Ten: No Petition

The Company and the Producer acknowledge that injunctive relief to restrain any threatened or further violation of this Agreement is appropriate and necessary since there may be no adequate remedy at law to protect unique assets and property rights. The Producer may not commence or maintain any legal action against the Company during any time period when it has received premiums for Company coverage and has failed to remit the same to the Company.

XI. Section Eleven: Assignment

The rights and responsibilities of the parties under this Agreement may not be assigned, delegated or assumed without express written mutual consent.

XII. Section Twelve: Governing Law and Venue

This Agreement is a Massachusetts contract and will be construed in accordance with the laws of the Commonwealth of Massachusetts. The parties acknowledge that this Agreement has a substantial legal nexus to Massachusetts and that any disputes arising hereunder or related hereto shall be exclusively resolved in the courts of Middlesex County Massachusetts or the Federal Courts in Suffolk County Massachusetts. The Producer hereby irrevocably waives any objection to the venue in such courts.

XIII. Section Thirteen: Conflict of Law

If any term or provision of this contract shall be found to be void or unenforceable under any applicable law, such finding shall have no effect upon any other term or provision of the agreement, which will be given full force and effect.

XIV. Section Fourteen: Indemnification

The Producer shall at all times indemnify and hold harmless the Company from any, losses, damages, claims, judgments, settlements, attorney's fees, expenses (including the Company's legal expenses) and liability, of any character, type or description, arising out of any negligence, gross negligence, malfeasance, errors or omissions by Producer or by any of Producer's officers, employees, agents, independent contractors and sub-producers, if any.

XV. Section Fifteen: Litigation

The Producer shall not initiate any litigation related to Company or Company's products in any dispute between itself and any applicant or policyholder of the Company without prior written consent of the Company.

XVI. Section Sixteen: Notice

All notices required under the terms and provisions of this Agreement shall be in writing, either delivered by hand or by mail and any such notice shall be effective when received at the address specified below and deemed given upon receipt by the designated recipient at the address provided below. A party may change the name or address of a designated recipient by giving written notice to the other party.

If to the Company: The Savings Bank Mutual Life Insurance Company of Massachusetts, P.O. Box 4048, One Linscott Road, Woburn, MA, 01801

If to the Producer: _____

XVII. Section Seventeen: Headings

The descriptive headings in this Agreement are for convenience of reference only and do not constitute a part of this Agreement.

XVIII. Section Eighteen: Waiver

No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the party making the waiver.

THE SAVINGS BANK MUTUAL LIFE INSURANCE COMPANY OF MASSACHUSETTS PRODUCERS AGREEMENT

XIX. Section Nineteen: Amendments

This Agreement may be subsequently amended only by a written instrument, executed by the President or a Vice President of the Company and the Producer. However, the Company may at any time unilaterally amend the schedule attached to this Agreement upon written notice to the Producer.

XX. Section Twenty: Errors & Omissions Coverage

At all times Producer shall obtain and maintain Errors & Omissions Professional Liability Insurance Coverage in compliance with the rules of the Company now in force and as may hereafter be revised or adopted. The Producer shall provide Company with evidence of all coverages herein upon demand.

XXI. Section Twenty One: Entire Agreement

This Agreement, including any attachments, constitutes the entire agreement between the parties and supersedes all prior agreements, representations and understandings of the parties.

IN WITNESS WHEREOF, this Agreement has been signed by the parties.

The Savings Bank Mutual Life Insurance Company of Massachusetts

| Ву: | Date: |
|------------------------|-------|
| Producer By: | Date: |
| General Agent By: | Date: |
| Corporate Producer By: | Date: |

SBLI'S ACCELERATED UNDERWRITING PROGRAM ACKNOWLEDGEMENT

SBLI's Accelerated Underwriting program which supports all risk classes for level term products \$100,000 through \$500,000, ages 18 through 60, is fully underwritten – just not "traditionally" fully underwritten. The products involved are not simplified issue, easy issue, or guaranteed issue products.

While it offers an expedited process that is both customer-centric and agent-centric, it is imperative that writing agents and prospective clients are completely informed and prepared prior to a drop ticket being dropped or an application being taken. To ensure our Accelerated Underwriting program works well with the profile of your target audience, we ask that you review the following documents attached:

- AU Education Guide
- AU Target Market

This will help you achieve the highest possible level of satisfaction and optimal placement ratios. Reviewing the material and signing this document are required in order for Agencies and Brokers to become appointed with SBLI.

Thank you.

| I acknowledge that I have read and understood the AU documentation and will apply this | S |
|--|---|
| information appropriately: | |

PRINT NAME:

AGENCY:

SIGNATURE:

DATE:

SBLI'S ACCELERATED UNDERWRITING PROGRAM ACKNOWLEDGEMENT JULY 2018



Ideal Target Market

Clients with the following characteristics are well suited for our Accelerated Underwriting (AU) process:

- Information provided by clients that are good historians of their overall medical history
- Not a highly sub-standard medical risk
- No indication of heavy shopping activity with poor disclosure
- Not recently declined by another carrier without knowledge of details
- No history of criminal activity
- No indication of adverse financial profiles, such as:
 - o Bankruptcy history
 - Heavy lien, judgement, heavy collection or bad debt activity
 - Unemployed clients (with exception of homemakers and retired)
 - Clients with minimal household earnings

Examples of Impairments that Ideally Fit the Model

| Asthma | Hepatitis A and B, acute |
|---|--|
| Anxiety/Depression, with first line treatment | High Blood pressure treatment |
| medication | Obstructive Sleep Apnea, mild, with |
| BPH/Benign Prostate Disorder | confirmation of CPAP use |
| Cholesterol treatment | Skin disorders, other than Melanoma or |
| Crohn's disease | Squamous Cell Carcinoma |
| Diabetes/Type 2/Adult onset/Diet controlled | Thyroid disorder |
| GERD/Reflux disease | Ulcerative colitis |

Examples of Uninsurable Medical Scenarios

Clients with the following characteristics **are not suited** for our AU process and are likely to be declined:

| Clients age 50 and over who do not have | • Depression, severe , recurrent or with multiple |
|--|---|
| routine wellness care | in-patient hospitalization history |
| Aids/HIV + status | Diabetes with co-morbidities that include |
| ALS (Amyotrophic Lateral Sclerosis) | significant cardiac disease, or impairment of |
| • Alzheimer's disease or dementia or significant | renal function or mobility |
| cognitive impairments related to functionality | Heart/Cardiac Disease- multiple vessels |
| Cancer diagnosis within last 2 years | diagnosed within 2 years or any past history |
| Chronic pain treatment, severe, receiving | with current nicotine use |
| disability, narcotic use | Muscular Dystrophy |
| Cirrhosis of the Liver | Multiple Sclerosis, if symptoms progressing |
| Congestive heart Failure | Organ Transplants, in most scenarios |
| COPD/Emphysema or chronic bronchitis- | Quadriplegia |

SBLI Accelerated Underwriting Best Practices

| Severe or with current nicotine use | Pulmonary hypertension |
|-------------------------------------|---|
| Cystic Fibrosis | Renal failure, Renal insufficiency- severe |
| Defibrillator use | • Surgical repair of heart valves, aneurysms, |
| Stroke within 1 year | intracranial tumors, major organs within six |
| Suicide attempt within 5 years | months, including gastric bypass |

Examples of Uninsurable Non-Medical Scenarios

Clients with the following characteristics are not suited for our AU process and are likely to be declined:

| Marijuana use, 4 or more times weekly Substance abuse/ misuse within last 5 years Criminal activity- Any history within last 10 years Criminal history with no ongoing wellness care Any history of fraud, Drug dealing or crimes of a sexual nature DUI, more than 2 or under age 25 if within 1 year | Unemployed (other than homemakers or retired) with minimal household income or dependent on SSI/disability benefits Bankruptcy filing within 2 years or past multiple finings Liens/Judgements- outstanding activity that exceeds \$50K Heavy collection activity or significant bad debt/repossession activity |
|--|--|
|--|--|

For the education of producers/brokers only. Not for use with the public. SBLI Brokerage is the marketing name for Independent Distribution Sales and Administration. The Savings Bank Mutual Life Insurance Company of Massachusetts, Woburn, MA. ©2018 All rights reserved. NAIC #70435. 18-4142

State Insurance Agent Appointment Requirements (Rev. Dec. 2018)

| State | Apointment Required | Agent Appointment Required Within:* |
|--------------------|--|---|
| | | |
| | Pre-Appt. States are highlighted in YELLOW | *Unless specified otherwise the # of days corresponds to: (1) the execution of an agency K or (2) the date the 1st application is submitted to the insurer. |
| | | |
| Alabama | Yes | 15 days from agency K execution or date initial app. submitted to insurer - whichever is 1st |
| Alaska | Yes | 30 days |
| Arizona | No | N/A |
| Arkansas | Yes | 15 days |
| California | Yes | 14 days from date app. submitted |
| Colorado | No | No specific appointment req. but insurers must maintain a current list of authorized producers |
| Connecticut | Yes | 15 days |
| Delaware | Yes | 15 days |
| D.C. | Yes | 30 days |
| Florida | Yes | Agent must request appointment by insurer when submitting initial app. (§626.341(2)) |
| Georgia | Yes | 15 days |
| Hawaii | Yes | 15 days |
| Idaho | Yes | 15 days |
| Illinois | No | N/A |
| Indiana | Yes | An insurance producer shall not act as an agent of an insurer unless the insurance |
| | | producer becomes an appointed producer of the insurer. |
| lowa | Yes | 30 days |
| Kansas | Yes | Submit appt. cert. w/I 30 days of date determined by insurer |
| Kentucky | Yes | 15 days from execution of 1st app. |
| Louisiana Maine | Yes | 15 days from execution of agency K |
| Maryland | Yes Yes | 15 days 30 days after accepting application |
| Massachusetts | Yes | 15 days |
| Michigan | Yes | 15 days |
| Minnesota | Yes | 15 days |
| Mississippi | Yes | 15 days |
| Missouri | Yes | Every agent must be listed on company register of authorized agents |
| Montana | Yes | 15 days from agency K execution |
| Nebraska | Yes | 15 days |
| Nevada | Yes | 15 days |
| New Hampshire | Yes | 15 days |
| New Jersey | Yes | 15 days |
| New Mexico | Yes | 15 days |
| New York | Yes | 15 days |
| North Carolina | Yes | 15 days from initial date app. submitted |
| North Dakota | Yes | 30 days |

State Insurance Agent Appointment Requirements (Rev. Dec. 2018)

| State | Apointment Required | Agent Appointment Required Within:* | |
|----------------|------------------------|--|--|
| Ohio | Yes | 30 days from agency K execution or date initial app. submitted to insurer - | |
| | | whichever is earlier | |
| Oklahoma | Yes | 15 days | |
| | | Agent may not act as agent of insurer unless appointed | |
| Oregon | Yes | | |
| | | Insurers must maintain a current list of authorized producers | |
| Pennsylvania | Yes | Agent may not act as agent of insurer unless appointed | |
| Rhode Island | No | N/A | |
| South Carolina | Yes | 15 days | |
| South Dakota | Yes | 15 days | |
| Tennessee | Yes | 15 days | |
| | | Agent may act on behalf of insurer prior to ins. dept. receiving notice. Insurer | |
| Texas | Yes | must notify insurance commissioner that agent was appointed within 30 days of | |
| | | the appointment. | |
| Utah | Yes | Agent may not act as agent of insurer unless appointed | |
| Vermont | Yes | 15 days from agency K execution or date initial app. submitted to insurer - | |
| vermont | res | whichever is earlier | |
| Virginia | Yes | 30 calender days from submission of 1st app. | |
| Machington | Vac | 15 days from agency K execution or date initial app. submitted to insurer - | |
| Washington | Yes | whichever is earlier | |
| West Virginia | Yes | 15 days | |
| Wisconsin | Yes | 15 days | |
| Wyoming | Yes | 15 days | |

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

| | 1 Na | me (as shown on your income tax return). Name is required on this line; do not leave this line blank | | |
|---|---|---|--|---|
| t on page 3. | 2 Bu | siness name/disregarded entity name, if different from above | | - |
| | | eck appropriate box for federal tax classification of the person whose name is entered on line 1. Ch lowing seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC | neck only one of the | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) |
| Print or type. Specific Instructions | Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: 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 not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner. | | Exemption from FATCA reporting code (if any) | |
| See Spec | | Other (see instructions) ► dress (number, street, and apt. or suite no.) See instructions. | Requester's name a | (Applies to accounts maintained outside the U.S.) and address (optional) |
| | 6 Ci | y, state, and ZIP code | | |
| | 7 Lis | t account number(s) here (optional) | | |
| Par | tl | Taxpayer Identification Number (TIN) | | |
| backu eside | ip wit ent alie es, it is | TN in the appropriate box. The TIN provided must match the name given on line 1 to avoid the name given on line 1 to avoid the number of the second security number (SSN). However, we have a second security of the second security and the second security and the second | for a | |

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.

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.

| Sign | Signature of | | |
|------|---------------|--------|--|
| Here | U.S. person ► | Date ► | |

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*.

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 ((TIN), 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)

Employer identification number

- 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.



SBLI Annualization Program -- AGENT CHECKLIST

Agent Name______SBLI Agent Code_____

Obtained Copy of SBLI Annualization Addendum from my General Agent

I have been licensed in my resident state for at least one year

_____I believe my credit score is at least 725

I have no Vector One Balances

I have no open bankruptcies and no closed bankruptcies in the past 2 years

I have signed the SBLI Annualization Addendum (see copy attached)

I understand all pending cases prior to the signing of this agreement will be paid "as earned". The agreement to annualize my commissions will cover all applications signed after the execution date of this agreement.



ANNUALIZATION PROGRAM

SBLI is happy to offer a Writing Agent Annualization Program. All annualization requests must come with a recommendation from the general agent. There are two levels at which a writing agent may qualify for annualization. Agent must complete an Annualization Addendum at either level.

LEVEL 1: QUALIFICATION WITHOUT GENERAL AGENT'S GUARANTY:

- 1. Agent must have been licensed in resident state for at least one year.
- 2. Agent must have a credit score of at least 725.
- 3. Agent must have no open bankruptcies currently and no closed bankruptcies in the past 2 years, and no Vector One balances.

LEVEL 2: QUALIFICATION WITH GENERAL AGENT'S GUARANTY

- 1. Agent must have been licensed in resident state for at least one year.
- 2. Agent must have a credit score of at least 675.
- 3. Agent must have no open bankruptcies and no Vector One balances.
- 4. <u>GA must complete the "Guaranty" portion of the Annualization Addendum which allows SBLI</u> to hold the GA responsible for any uncollectible debt following SBLI's attempts to collect from the writing agent.

LIMITS:

- 1. Maximum amount advanced per policy: 75% of commissionable premium
- 2. Maximum advance per policy: \$900
- 3. Maximum unearned commission per writing agent at any given time: \$20,000
- 4. Annualization not available for policies written on self or family

Agents with debit balances who do not <u>submit</u> any new business for a period of 6 months will be switched to "as earned" status and asked to immediately repay all unearned commissions on lapsed or surrendered policies. By mutual agreement with SBLI, the agent may submit and pay for new business to offset repayment. "Debit Balance" is defined as commission advanced to an agent for a policy that has lapsed or been surrendered prior to commissions being earned.



SBLI ANNUALIZATION ADDENDUM TO GA AGREEMENT AND WRITING AGENT CONTRACT

| I, | , General Agent with SBLI, recommend the following agent |
|-------------------------------------|--|
| for the SBLI Annualization Program. | |
| | |

Agent Name _____

_____ SBLI Code_____

FOLLOWING AGREEMENT TO BE COMPLETED BY WRITING AGENT:

Pursuant to the SBLI Writing Agent contract dated ______ and currently in force between myself, ______, and the Savings Bank Life Insurance Company of Massachusetts (SBLI), I hereby request annualization of commissions generated by me as writing agent for business with SBLI. I understand that SBLI may, at its discretion, discontinue annualization at any time. I also understand that the following conditions apply:

- A. For purposes of this Agreement, a payment of annualized commission shall mean the payment by SBLI of a percentage of the unearned total first-year commissions due on an insurance contract for which the premiums are to be paid to SBLI during the first policy year on a monthly, quarterly, or semi-annual basis. First year premium payments by the insured will offset the initial commission advance on a periodic basis. The balance of the first year commission not advanced will be paid to agent as earned after the advance is completely offset.
- B. If, after payment of annualized commissions, any portion of the first-year premium for that policy shall fail to be paid when due, a chargeback of commissions, as described in (C) below, will occur. Agent shall be fully responsible for and shall repay SBLI the full amount of the chargeback immediately upon demand by SBLI unless a subsequent due date for payment shall be agreed to by SBLI in writing. SBLI may exercise any rights or remedies available to it to enforce collection of indebtedness, including but not limited to charging Agent all attorney's fees and other collection expenses as permitted by law. As security for indebtedness, SBLI shall have first lien upon any compensation payable to Agent for any policies written under Agent's contract with SBLI.
- C. A chargeback of 100% of commissions occurs when any portion of the first-year premium shall fail to be paid when due during the first six months of the policy year. A chargeback of 50% of

commissions occurs when any portion of the first-year premium shall fail to be paid when due during the second six months of the policy year.

- D. This Agreement shall terminate upon termination of said Writing Agent Contract or immediately upon written notice to Writing Agent, whichever shall occur first. However, any indebtedness of Writing Agent to SBLI resulting from payment of annualized commission by SBLI shall accrue and be payable as though this Agreement or said Agent Contract had not terminated.
- E. This Agreement shall become effective only when accepted by SBLI and shall become part of my SBLI Wrting Agent Contract identified above.

| Writing Agent Signature: | | Date | _ |
|--------------------------|------------|-------|---|
| General Agent Signature: | | Date | |
| ~~~~~~~~~~~~ | .~~~~~~~~~ | | |
| For SBLI signed by | | Date | |
| Requires GA Guaranty? | Yes | No | |
| ~~~~~~~~~~~~~ | -~~~~~~~~~ | ~~~~~ | |

GUARANTY (to be completed by General Agent if requested by SBLI) I, ______, understand that above Agent does not qualify for SBLI's non-guaranteed annualization program but will be approved subject to my approval, as indicated by signature below. <u>I further understand that</u> <u>any indebtedness of this agent which becomes uncollectible by SBLI shall be</u> <u>deemed to be my indebtedness to SBLI.</u>

| General Agent's Signature Date | |
|--------------------------------|--|
|--------------------------------|--|

AnnualizationAgreementApril.2011