



## VANTIS LIFE Contracting Checklist

### Documents To Be Completed & Returned:

- New Agent/Agency Enrollment
- Agent/Agency Contact Authorization
- Background Information
- Subagent Agreement
- Direct Deposit Enrollment Form w/ Voided Check (REQUIRED)
- W9 Form
- Individual State License(s)
- Corporate State License(s) (If Applicable)
- Proof of E&O

### **IMPORTANT NOTICE:**

- 1) All of the above items must be completed in their entirety and submitted before we can submit your contract for processing.**
- 2) Anti-Money Laundering (AML) Training must be completed before we can submit your contract for processing.**
- 3) ALL new business applications must be received by Vantis within 10 days of the signed date!!**

### **SEND TO:**

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



**New Agent/Agency Enrollment for Vantis Life**

**RECRUITER INFORMATION:**

Recruiting Agent/Agency Name: \_\_\_\_\_ Writing #: \_\_\_\_\_

New Enrollment Commission Level: \_\_\_\_\_ Advance? (YES) (NO)

**All below fields MUST be completed before your contract can be submitted for processing.**

**NEW ENROLLMENT:**

Agency Name (if applicable): \_\_\_\_\_

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

Resident State: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Apartment/Suite #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Tax – ID (if applicable): \_\_\_\_\_ - \_\_\_\_\_

Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Business Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Fax Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

**ANTI-MONEY LAUNDERING (AML) TRAINING:**

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

*(NOTE: If you have not completed AML training through the provider "Limra", please also provide a certificate of completion.)*

Training Completion Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**MISCELLANEOUS:**

Will you have any downline agents (agent’s appointed under your hierarchy)?

\_\_\_ No

\_\_\_ Yes (How many? \_\_\_\_\_ )

If setting up an agency, how many agents will you have soliciting on the agency’s behalf? \_\_\_\_\_

Have you written a new business application? *(NOTE: An application MUST be submitted to the carrier within 10 business days of the date the application is signed.)*

\_\_\_ No

\_\_\_ Yes (Signature State: \_\_\_\_\_ Signature Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ )



**Agent/Agency Contact Authorization**

Please specify any/all authorized parties from your office that are to be given rights to access VantisLife information on your behalf.

**AUTHORIZED CONTACT:**

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

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

The above person is authorized access to (check all that apply):

- Branch Operations
- Commissions & Checks
- Compliance
- Direct Mail
- IT
- Marketing
- Mail Room
- New Policies

The above person is authorized to access AgentWeb Reporting for (check all that apply):

- Access to ALL Policy Reports
- Commission Reports
- Dashboard
- First Payment Report
- License Expiration Report
- Underwriting Report
- Web IQ Report

**AUTHORIZED CONTACT:**

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

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

The above person is authorized access to (check all that apply):

- Branch Operations
- Commissions & Checks
- Compliance
- Direct Mail
- IT
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- New Policies

The above person is authorized to access AgentWeb Reporting for (check all that apply):

- Access to ALL Policy Reports
- Commission Reports
- Dashboard
- First Payment Report
- License Expiration Report
- Underwriting Report
- Web IQ Report

**AUTHORIZED CONTACT:**

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

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Fax: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

The above person is authorized access to (check all that apply):

- Branch Operations
- Commissions & Checks
- Compliance
- Direct Mail
- IT
- Marketing
- Mail Room
- New Policies

The above person is authorized to access AgentWeb Reporting for (check all that apply):

- Access to ALL Policy Reports
- Commission Reports
- Dashboard
- First Payment Report
- License Expiration Report
- Underwriting Report
- Web IQ Report

**Use an additional Agent/Agency Contact Authorization form for any other authorized contacts.**



VANTIS LIFE INSURANCE COMPANY  
 200 DAY HILL ROAD, WINDSOR, CT 06095  
 1-866-826-8471 ■ WWW.VANTISLIFE.COM

## Background Information Required From All Agent/Agency Applicants

Incomplete information will delay contracting.

**Please provide a detailed letter of explanation for any "yes" answers below. If this is a corporate application, the questions should be answered by the agency principal.**

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Do you have any unsatisfied judgements, garnishments or liens against you?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Are you in debt to any insurance company?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Have you ever filed or been declared bankrupt or insolvent either personally or in business?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Have you ever been charged with, convicted of, or plead no contest to:  |                              |                             |
| a. any felony misdemeanor?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. any violation of state insurance regulations or statutes?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c. any violation of federal or state securities or investment related regulations?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Are you now or have you ever been the subject of any insurance or investment related customer complaint, investigation or proceeding? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Have you ever had your contract or appointment terminated or refused by any insurance or financial services company?                  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Have you ever had a license denied, revoked or suspended by any Securities and/or State Insurance Department?                         | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Have you used any other names or aliases?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Remarks: \_\_\_\_\_  
 \_\_\_\_\_

Current or previous employer: \_\_\_\_\_

Are you now or have you ever been contacted or otherwise associated with VantisLife?  Yes  No

If yes, please provide details including agent # and agency name: \_\_\_\_\_  
 \_\_\_\_\_

Do you have Errors and Omissions coverage?  Yes  No

If you are a general agent, does your E&O policy cover agent/broker activity?  Yes  No

E&O Carrier: \_\_\_\_\_ Policy No: \_\_\_\_\_

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

I hereby certify that all the information given to VantisLife by me is true and correct without any omissions of any kind. I hereby authorize VantisLife to conduct a background investigation on me, including a review of credit worthiness, now or at any time. I understand that information may be obtained through written correspondence, personal or telephone interviews with family, friends, neighbors, business associates or other acquaintances, companies I have worked for or with whom I have been contracted, and any other persons or organizations contracted to supply such information. I further hereby certify that if this application is approved, I will comply with all the terms and conditions of VantisLife's Agent/Agency Agreement, including, but not limited to, the terms and conditions therein relating to VantisLife's Privacy Policy. A photocopy of this authorization shall be as valid as the original.

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

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

## SUBAGENT AGREEMENT

This Subagent Agreement (this “Agreement”) is entered into this \_\_\_\_\_ (the “Effective Date”), by and between Vantis Life Insurance Company, with its administrative offices at 200 Day Hill Road, Windsor, Connecticut 06095 (the “Company”), and \_\_\_\_\_, with an address of \_\_\_\_\_ (the “Subagent”). It is agreed between the Company and the Subagent that:

### I. SUBAGENT’S APPOINTMENT AND DUTIES

- A. This Agreement creates a non-exclusive agency between the Subagent and the Company for the purposes set forth herein, and the Company understands and agrees that the Subagent and its duly licensed employees may be agents and subagents for other insurance companies that compete with the Company. The Subagent and its duly licensed employees may also solicit and receive applications for and service life insurance and annuity business from other insurance companies. The Subagent understands and agrees that the Company is party to an agreement with \_\_\_\_\_ (the “Managing Agency”), whereby the Managing Agency has certain responsibilities with respect to the performance of the Subagent under this Agreement and will receive an override commission for business produced by the Subagent under this Agreement.
  
- B. Subject to any requirements imposed upon the Subagent and the Company by any governmental entity, the terms of this Agreement and the guidelines, rules and regulations of the Company, the Company hereby agrees to appoint and contract with the Subagent, and the Subagent agrees to:
  - 1. solicit and receive applications for policies of life insurance and annuity contracts identified in **Exhibit A** hereto, as may be updated by the Company from time to time in its sole discretion (each a “Policy” and collectively, the “Policies”);
  - 2. provide all of the usual and customary services of an insurance agent in connection with all applications received by the Subagent and the related Policies issued by the Company; and
  - 3. receive on behalf of the Company, and remit promptly to the Company or to the Managing Agency, on a daily basis, all money and/or securities received as full or partial payment of initial premiums, policy loans, accounts, charges, bills and other items for credit against the proper account (“Fiduciary Receivables”), together with proper documentation therewith. With respect to the Fiduciary Receivables, the Subagent acknowledges, understands and agrees that:

- a. all Fiduciary Receivables are the property of the Company and shall be held in a fiduciary account on behalf of the Company by the Subagent acting in a fiduciary capacity;
  - b. except for the commissions payable in accordance with the terms of Article II hereof, the Subagent has no right, title or interest in and/or to the Fiduciary Receivables;
  - c. the Subagent shall have no right to use, and the Subagent shall not use, all or any part of the Fiduciary Receivables for any reason; and
  - d. the Subagent shall not commingle the Fiduciary Receivables with any of the Subagent's personal or operating funds; provided, however, that the Subagent may commingle the Fiduciary Receivables with similar funds received by the Subagent in the operation of its business as an agent for other insurance companies if such commingling is permitted by applicable law and any of the Company's Fiduciary Receivables so commingled are readily and reasonably ascertainable at all times from the books and records of Subagent.
- C. The Subagent will forward all applications received by it or its employees for policies of life insurance and annuity contracts to the Company on a timely basis.
- D. Prior to the Effective Date, the Subagent shall identify its duly licensed employees with whom business will be produced under this Agreement on **Schedule 1** attached hereto, and shall thereafter notify the Company of any changes to the persons identified within fourteen (14) calendar days of any such change. **Schedule 1**, and any changes thereto, shall not be effective without the written approval of the Company. All duly licensed employees, where required by applicable law, must be appointed by the Company within the time period established by applicable law in order to continue soliciting or receiving any applications on behalf of the Company. If the Company does not appoint a duly licensed employee within such time period, then the Subagent shall ensure that the employee immediately ceases all such solicitations and receipt of applications on behalf of the Company. The Company retains the right, in its sole discretion, to appoint or terminate the appointment of any licensed employee. The Subagent shall be responsible for the payment of all appointment fees, and any fines or penalties resulting from the Subagent's or its employees' non-compliance with state insurance department licensing requirements. The Company and the Subagent agree that the Company may, from time to time, amend **Schedule 1** upon prior written notice to the Subagent.
- E. The Subagent warrants and represents that it and its employees hold appropriate resident agents' licenses, non-resident agents' licenses, brokers' licenses or other licenses, as required by applicable law, in each jurisdiction necessary to carry out its duties under this Agreement. The Subagent agrees that it shall not sell any insurance for which it is not duly licensed and appointed. The Subagent

understands and agrees that the Company shall rely on such representations. Until the termination of this Agreement as provided in Article XI below, the Subagent and its employees shall, as necessary, remain duly licensed in accordance with law and hold appropriate resident agents' licenses, non-resident agents' licenses, brokers' licenses or other licenses, as required by law, in each such jurisdiction. The Subagent shall provide copies of such licenses upon the request of the Company.

- F. The Subagent shall use commercially reasonable efforts to serve the Company faithfully, to promote all acts necessary for the proper conduct of the business on behalf of the Company and shall maintain a staff of competent and trained employees, systems, supplies and equipment for the purpose of performing all of the Subagent's functions and obligations under this Agreement.
- G. The Subagent and its employees shall have no authority to act on behalf of the Company for any purposes outside the business subject to this Agreement. The Subagent and its employees shall have no authority to:
  - 1. delegate any authority granted under this Agreement to any brokers, consultants, producers, subagents, or any other third party without the prior written consent of the Company;
  - 2. Waive any rights of the Company, or to collect any amounts other than premiums for Policies which have been issued or service fees as permitted by law or this Agreement, or to bind the Company in any way, except as expressly stated herein;
  - 3. Institute legal proceedings against any third party in connection with any matter pertaining to the business of the Company and in the name of the Company without the prior written consent of the Company;
  - 4. Incur any indebtedness for any purpose whatsoever on behalf of the Company without the prior written consent of the Company;
  - 5. Deviate or vary from the rates and forms promulgated and filed by the Company;
  - 6. Offer or pay any rebate of premium in violation of state insurance laws; or
  - 7. Negotiate, facilitate, accept, bind or enter into reinsurance treaties on behalf of the Company.
- H. The Subagent agrees to maintain in full force and effect so long as Policies are in-force a policy (or policies) of Errors and Omissions Insurance issued by an insurer rated no less than A- VII by A. M. Best Company and which afford(s) coverage in the minimum amount of \$1,000,000, with a deductible not to exceed \$10,000. Such Errors and Omissions Insurance shall be maintained by the Subagent at the Subagent's sole cost and expense and shall be primary and non-

contributing coverage over any valid and collectible insurance available to the Company. The Subagent shall provide notification to the Company in the event of lapse and shall furnish proof of such insurance at inception of this Agreement, at each subsequent renewal, and at such other times as requested by the Company.

- I. The Subagent may, from time to time, benefit from the work product of the Company's staff services, including, but not limited to, legal, actuarial, consulting, systems and financial support services. The Subagent agrees that any such benefit shall be gratuitous, and neither the Company nor any of its employees shall have any professional responsibility to, or create any professional relationship with, the Subagent other than as specifically set forth in this Agreement.
- J. The Subagent, including its employees, is an independent contractor and not an employee, associate, joint venture, or partner of the Company, and the Subagent shall have exclusive control of the conduct of its business. Nothing in this Agreement shall be construed so as to create the relationship of employer and employee, associates, joint venturers, or partners between the Company and the Subagent. The Subagent shall not represent that it is an employee, associate, joint venturer or partner of the Company, nor shall it in any manner hold itself out to be an employee, associate, joint venturer or partner of the Company.

## II. AGENT COMMISSIONS

- A. As full compensation for services provided hereunder, the Company shall pay the Subagent commissions on premiums actually paid or payable to the Company (including Policy fees, except for Level Term, Level Term ROP, and Super EZ level term life plans) on account of Policies issued upon applications procured pursuant to this Agreement, except no further commissions will be payable after a termination under paragraphs (A)(2), (A)(3), (A)(5) and (A)(6) of Article XI.
- B.
  1. Commissions will be paid in the amounts and for the periods of time as provided in the commission schedules (the "Commission Schedules") set forth in **Exhibit A** hereto.
  2. The Commission Schedules are subject to change by the Company at any time upon written notice to the Subagent. No such change shall affect any commissions on policies issued by the Company pursuant to applications procured by the Subagent pursuant to this Agreement prior to the effective date of such change.
  3. The Commission Schedules may provide other or additional conditions regarding the payment of commissions, which shall be controlling to the extent of such other or additional conditions.



- C. Should the Company for any reason return any premium on a Policy issued hereunder, including cancellations and rescissions, the Subagent agrees to repay the Company a commission chargeback of one hundred percent (100%) if termination occurs in year one (1) and fifty percent (50%) if termination occurs in year two (2) for all Policies except Children's Term Policies. Such payment must be made to the Company within thirty (30) calendar days of notice of such refund. The Subagent shall not be responsible for repaying the corresponding override commissions.
- D. To the extent that the Subagent retains a net credit balance greater than ninety (90) calendar days outstanding, collection of such amount will be pursued by the Company.
- E. To the extent that a Policy is sold by the Company's Direct Sales Department on behalf of the Subagent, the Company shall reduce the full first year commissions by fifty percent (50%) of the scheduled commissions (full renewal commissions will be paid to the Subagent).
- F. The Subagent shall be solely responsible for the payment of any commissions due and owing to its employees for services provided in connection with this Agreement.

### III. ADVERTISING

- A. The Subagent may broadcast, publish and distribute materials referring to the Company and to the Company's products and services; *provided, however*, that the Subagent shall first secure written authorization of the Company with respect to any such materials that were not prepared by the Company.
- B. With respect to materials which were prepared by the Company and which refer to the Company and the Company's products and services, the Subagent shall not alter any such materials and thereafter broadcast, publish or distribute them as altered without first obtaining the written authorization of the Company.
- C. Except as otherwise provided in this Agreement, the Subagent shall not employ, reproduce or display the Company's name, trademark, service mark, logo or other identifying symbols in any manner whatsoever without first obtaining the written authorization of the Company. For the avoidance of doubt, the Subagent shall not incorporate the Company's name, trademark, service mark, logo or other identifying symbols in the Subagent's business name, products or services in any manner whatsoever, including domain names or other designations confusingly similar to the Company's name, trademark, service mark, logo or other identifying symbols, without first obtaining the written authorization of the Company.

#### IV. UNDERWRITING

The Subagent shall promptly deliver all underwriting information to the Company. The Company shall communicate underwriting and rate decisions to the Subagent. The Subagent shall keep records of all communication with the Company.

#### V. CLAIMS

The Subagent shall have no authority to adjust or settle claims on behalf of the Company, or to commit the Company in any way as to liability in connection with any claim or loss that may occur under any Policy. Information received by the Subagent from policyholders regarding claims or notices of circumstances that could give rise to a claim shall be forwarded to the Company within three (3) calendar days of receipt by the Subagent of such information. The Subagent agrees to cooperate fully with the Company in the investigation and adjustment of all claims on policies issued pursuant to this Agreement, and to turn over all legal process involving coverages placed with the Company.

#### VI. PRIVACY AND DATA SECURITY

- A. The Subagent and the Company (each individually a “Party” and collectively the “Parties” for purposes of this Article VI) will comply with all applicable state, federal and foreign privacy, security, data protection and destruction laws and regulations relating to the protection and confidentiality of Personal Information (as defined below), and data breach notification requirements, including, without limitation, Gramm-Leach-Bliley Act of 1999, the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and any applicable state laws (collectively, the “Privacy Laws”). “Personal Information” shall have the meaning of such term or like terms set forth in each of the applicable Privacy Laws that describes, covers or defines data that identifies or can be used to identify individuals, and includes all “protected health information” as defined in 45 CFR § 164.501 that is created or received by a Party.
- B. Each Party agrees not to disclose or use any Personal Information of the other Party’s customers other than as necessary for the purpose of performing each Party’s obligations under this Agreement.
- C. Each Party agrees to take appropriate measures to protect the confidentiality, privacy and security of Personal Information of the customers of the other Party, including the adoption of policies and procedures to comply with applicable Privacy Laws. The Subagent shall ensure that any of its employees or subcontractors to whom it provides Personal Information received from, or created or received by the Subagent, on behalf of the Company, agrees to the same restrictions and conditions that apply to it under this Agreement with respect to such Personal Information.

- D. Each Party shall promptly notify the other Party if it knows or has reason to believe there has been unauthorized access, acquisition, disclosure or use by it or a third party of Personal Information of the customers of the other Party, and to comply with all applicable data breach notification requirements in the event of any such unauthorized access, acquisition, disclosure or use.
- E. The Subagent grants to the Company (and/or its regulators) the right to audit its procedures and practices solely to confirm compliance with the provisions of this Article VI. Any such audit shall be on reasonable notice, during business hours, and shall be subject to the reasonable security requirements of the Subagent, and shall not be conducted more than once per calendar year (except for reasonable additional follow-up audits if a material non-compliance is found during a regular annual audit). The Company shall have, and make available to the Subagent upon request, an internal written security program in place at all times, which shall reflect and require, at a minimum, compliance with the Company's obligations pursuant to this Article VI.
- F. The Subagent shall provide an accounting of all disclosures to third parties of Personal Information upon request from the Company.
- G. Upon termination of this Agreement for any reason, the Subagent shall return or destroy all Personal Information received by it, or created or received by it on behalf of the Company. In the event that returning the Personal Information is not feasible, the Subagent must notify the Company of such.
- H. This Article VI shall survive the termination of this Agreement.

## VII. INDEMNIFICATION

- A. Each party agrees to indemnify and hold the other harmless from all losses, expenses, costs or damages, including reasonable attorney's fees, costs and expenses, resulting from any acts or omissions by them, their employees or agents which violate the terms of this Agreement. In the event that the Subagent's liability shall be determined under this Article VII, the Company shall have the right to withhold or require that the Subagent not withhold all commissions then due or to become due to the Subagent under this Agreement, and to apply the same against the obligations of the Subagent under this Article VII to the extent determined by the Company.
- B. Both parties agree that the party seeking indemnification will provide the other party written notice within thirty (30) calendar days of receiving notice of a claim potentially giving rise to indemnification hereunder and will provide the other party an opportunity to control the defense of such claim. Notwithstanding the foregoing, the indemnifying party shall not make any settlement of any claim on behalf of the indemnified party without the prior written consent of the indemnified party, which consent shall not be unreasonably withheld or delayed; provided that such consent shall not be required if the terms of such settlement

involve only the payment of monetary damages and such settlement includes an unconditional release of the indemnified party and its affiliates. Without limiting the generality of the foregoing, it shall not be deemed unreasonable to withhold consent to a settlement involving consideration or relief other than the payment of money.

## VIII. RECORDS AND REPORTS

- A. The Subagent agrees to maintain, safeguard and produce upon the Company's request, complete and accurate files related to the applications for life insurance and annuity contracts solicited by the Subagent and the Policies produced by the Subagent pursuant to this Agreement. All such records shall be kept in a manner and form as generally recognized as acceptable in the insurance industry or by the Company. Such records shall be retained by the Subagent for a period of five (5) years from their creation or as required by law, whichever is longer.
- B. The Company and any state regulatory authority shall have access during normal business hours to the Subagent's books and records for any purpose relating to any application for life insurance or annuity contract solicited by the Subagent and any Policy produced by the Subagent pursuant to this Agreement.
- C. Before the Subagent destroys or discards any of such records, the Subagent agrees to give the Company sixty (60) calendar days notice of its intention to do so. If during that sixty (60) calendar day period the Company expresses the desire to maintain such files, the Subagent shall, at Company's expense, send or deliver such files to the location directed by Company.
- D. In the event of termination of this Agreement, the Subagent shall forward to the Company all books, supplies, underwriting manuals, manuals or other property provided by the Company during the term of this Agreement, not later than forty-five (45) calendar days following the effective date of termination.

## IX. AMENDMENTS TO THIS AGREEMENT

Nothing in this Agreement shall be deemed to prohibit the parties hereto from negotiating and mutually agreeing in writing to amend this Agreement any time while this Agreement is effective. No verbal revisions to this Agreement shall be binding on the parties.

## X. SUSPENSION

If the Subagent is delinquent, in either accounting for or payment of any sums due the Company, or has violated the authority granted in this Agreement, the Company may, upon written notice to the Subagent, immediately suspend the Subagent's authority.

## XI. TERMINATION

### A. This Agreement is terminable as follows:

1. by the Subagent or the Company, upon not less than sixty (60) calendar days advance written notice. For purposes of this Agreement, the last day of any termination notice period shall be referred to as the termination date (the "Termination Date");
2. by the Company upon written notice effective not less than thirty (30) calendar days from the date the Subagent has failed to obtain an insurance license or a renewal, except when the Subagent is able to obtain a new license within the thirty (30) calendar day period;
3. by the Company immediately and without prior written notice to the Subagent, in the event the Subagent or its employees materially violates a provision of insurance laws or regulations in any state where this Agreement may apply;
4. by the Company immediately and without prior written notice to the Subagent, in the event of any merger, sale, transfer or assignment of the Subagent's agency assets or any or all of the capital stock thereof, unless the Subagent notifies the Company prior to such event and obtains written authorization of the Company;
5. by the Company immediately upon written notice to the Subagent in the event of the Subagent's insolvency, filing a petition in bankruptcy by or against the Subagent, assignment for the benefit of creditors, abandonment of business operations, willful misconduct, abuse of authority, fraud or material misrepresentation, or other material breach by the Subagent of any provision of this Agreement; and
6. by the Company upon not less than thirty (30) calendar days notice to the Subagent in the event of the Subagent's failure to pay the Company any premiums due to the Company in accordance with this Agreement; *provided, however*, the provisions of this sub-paragraph shall not apply to routine differences in the Company's respective accounting records which are minor in amount and do not involve premiums collected and willfully withheld by the Subagent. During the required thirty (30) calendar day notice period, the Company may immediately suspend the Subagent's authority hereunder in accordance with Article XI.

### B. Upon termination in accordance with paragraph (A) of this Article XI, the following shall apply:

1. all Policies which are in force on the Termination Date may continue in force subject to the provisions of such Policies;

2. the Subagent and the Company shall remain bound by the terms and conditions set forth in this Agreement with respect to all business transacted under this Agreement, including, but not limited to, Policies in force and commission payment obligations existing as of the Termination Date until all of the obligations of the Company and the Subagent are finally discharged unless specifically stated otherwise; *provided, however*, the Subagent acknowledges that the Subagent has no power or authority to solicit or receive any new applications for life insurance or annuity contracts on the Company's behalf; *provided, further*, that if this Agreement is terminated pursuant to paragraph (A)(3), (5) or (6) of this Article XI or the Subagent fails in any respect to fulfill its continuing service obligation, the Company may, at its discretion, service or arrange for the servicing of the Policies issued hereunder and any expense incurred by the Company in connection therewith shall be fully offset against commissions payable to the Subagent or shall be reimbursed to the Company by the Subagent.
- C. If this Agreement is terminated, except pursuant to paragraph (A)(3), (5) or (6) of this Article XI, and the Subagent has paid to the Company all monies owing to the Company, the expirations on business written pursuant to this Agreement shall remain the property of the Subagent. If the Subagent is in default on the payment of monies to the Company under the terms of this Agreement or this Agreement is terminated pursuant to paragraph (A)(3), (5) or (6) of this Article XI, any and all expirations or other business written pursuant to this Agreement shall become the property of the Company upon the termination of this Agreement.

## XII. DISPUTE RESOLUTION

- A. In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use commercially reasonable efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of ten (10) calendar days, then, upon notice by either party to the other, all disputes, claims, questions or differences shall be finally settled by binding arbitration.
- B. Either party may initiate arbitration of any such dispute by giving written notice to other party by registered mail or an internationally recognized overnight courier of its intention to arbitrate.
- C. Unless the parties agree upon a single arbitrator within ten (10) calendar days after the receipt of notice of intention to arbitrate, all disputes shall be submitted to an arbitration panel composed of two (2) arbitrators and one (1) umpire, chosen in accordance with paragraph (D) of this Article XII.

- D. In the event that the parties are unable to agree on a single arbitrator, the party requesting arbitration (hereinafter referred to as the “Claimant”) shall appoint an arbitrator and give written notice thereof, by registered mail or an internationally recognized overnight courier to the other party (hereinafter referred to as the “Respondent”). The Respondent shall, within fifteen (15) calendar days after receiving such notice, also appoint an arbitrator and notify the Claimant thereof in a like manner. Before instituting a hearing, the two (2) arbitrators so appointed shall choose an impartial umpire. If, within ten (10) calendar days after they are both appointed, the two arbitrators fail to agree upon an umpire, the parties may apply to a mutually agreed arbitration service, or if the parties fail to agree, to the American Arbitration Association, for the selection of the umpire. The arbitrators and umpire shall be disinterested individuals and not be under the control of either party, and shall have no financial interest in the outcome of the arbitration.
- E. The arbitrator(s) and the umpire shall be former executives or officers of life insurance companies.
- F. Any judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- G. All proceedings before the panel shall be informal and the panel shall not be bound by the formal rules of evidence. The panel shall have the power to fix all procedural rules relating to the arbitration proceeding.
- H. The place of arbitration shall be Hartford, Connecticut.
- I. Each party shall bear its own costs and expenses and an equal share of the arbitrators’ and administrative fees of arbitration.
- J. This Article XII shall survive the termination of this Agreement.

**XIII. VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT OF 1994**

The Subagent acknowledges that the business of insurance is subject to 18 U.S.C. § 1033, the federal Violent Crime Control and Law Enforcement Act of 1994 (“the Act”). In accordance with the Act, the Subagent agrees not to assign any individual to perform duties or other obligations under this Agreement for the Company who has ever been convicted of a felony involving dishonesty or a breach of trust. The Subagent also agrees to take reasonable steps to determine if any existing or future employees, contractors or subcontractors have ever been convicted of any felony involving dishonesty or breach of trust or a violation of the Act. Further, the Subagent agrees that it will not knowingly or willfully permit any person, contractor or subcontractor, if so convicted, to provide any services under this Agreement. The Subagent agrees to immediately notify the Company in writing of any felony or misdemeanor conviction of any individual performing duties or other obligations under this Agreement involving dishonesty or breach of trust.

#### XIV. CONFIDENTIALITY

- A. Under no circumstances and at no time, during or after the term of this Agreement, unless contemplated in this Agreement or otherwise approved by the Company in writing in advance, shall the Subagent, directly or indirectly, use for the Subagent's own benefit or the benefit of another, disclose, divulge, render or offer any Confidential Information of the Company. The Subagent acknowledges that disclosure of any Confidential Information concerning the Company would materially adversely affect the business of the Company and its operation and ability to compete.
- B. "Confidential Information" shall mean any and all materials and information which the Company makes available to the Subagent or which has or may come into possession of the Subagent, including without limitation, trade, or technical secrets, business methods, details of organization or business affairs, any names of past or present customers of the Company, any names of past or present agents, brokers or employees of the Company or any other information relating to the business of the Company, or other representations thereof.
- C. Notwithstanding the foregoing, the term "Confidential Information" does not include any Confidential Information disclosed by the Subagent which (i) at the time of disclosure is generally available to and known by the public (other than as a result of a disclosure in violation of this Agreement), (ii) was available to the Subagent on a non-confidential basis from a source other than the Company, provided that such source is not and was not bound by a confidentiality agreement with the Company, (iii) has been independently acquired or developed by Subagent without violating any of the obligations under this Agreement, or (iv) the Subagent becomes legally compelled (by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a governmental body) to disclose; provided that in the event of such legal compulsion the Subagent shall give prompt written notice of such requirement to the Company and allow it to seek injunctive relief or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, and irrespective of whether or not compliance with the provisions hereof is waived, then it is agreed that only that portion of the Confidential Information which the Subagent is advised in writing by his or her counsel is legally required to be disclosed shall be disclosed and reasonable efforts shall be made to obtain assurance that confidential treatment will be accorded such portion.

#### XV. GENERAL

- A. All forms and other supplies furnished by the Company shall remain the property of the Company and, to the extent not used by the Subagent in its business, shall be returned to the Company upon demand.



- B. The Company shall not be responsible for any expenses of the Subagent whatsoever, unless specifically authorized by the Company in writing.
- C. Failure of the Company for any reason to insist upon compliance by the Subagent with the provisions of this Agreement, or the guidelines, rules and regulations of the Company, shall not be construed as or constitute a waiver thereof.
- D. The Subagent agrees that this Agreement, in its entirety, including any Exhibits attached hereto and made a part thereof, shall be applicable to and shall govern any Policy issued by the Company pursuant to this Agreement.
- E. The Subagent agrees to give advance written notice to the Company of any sale or transfer of the Subagent's business, or its consolidation with a successor firm in order that the Company may, at its election:
  - 1. enter into a new agency agreement with the successor entity; or
  - 2. place in effect a limited agency agreement with the successor entity in order to permit the orderly servicing of business until expiration.
- F. Any notice required or permitted to be given under this Agreement must be in writing and shall be complete upon deposit, postage prepaid in the U.S. mail or with internationally recognized overnight delivery service. Any such notice shall be addressed to the Company or Subagent at the last known address.
- G. This Agreement including all Exhibits attached hereto constitutes the entire and sole agreement between the Company and the Subagent. This Agreement supersedes all previous agreements, whether written or oral, between the Subagent or its predecessors in interest and the Company with respect to the business produced hereunder.
- H. Unless otherwise agreed, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut. The rules of the American Arbitration Association shall govern the interpretation, enforcement and proceedings pursuant to Article XII of this Agreement.
- I. If any term or provision of this Agreement is for any reason deemed invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, which shall then be construed as if such invalid or unenforceable term or provision had never been contained herein.
- J. This Agreement shall not be assignable, in whole or in part, by the Subagent without the prior written consent of the Company.
- K. The parties to this Agreement shall perform all such other acts and execute all such other documents necessary to carry out the terms of this Agreement.

- L. The captions of this Agreement are not part of the Agreement, but are merely for reference and should have no force or effect. If any caption is inconsistent with any provision of the Agreement, the terms of the provision shall govern.
- M. This Agreement may be signed in any number of counterparts, and each of the counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute the same Agreement.
- N. The Company hereby represents and warrants to the Subagent that (i) it has, and will at all times relevant hereto possess, all necessary licenses and permits to offer the services and policies described herein and in Exhibit A; (ii) it shall at all times maintain the necessary staff and equipment to provide the services described herein; (iii) any and all policies described in Exhibit A and all marketing and other materials provided to the Subagent pursuant to this Agreement shall comply in all material respects with all applicable laws, rules and regulations; and (iv) all representations, warranties and agreements of this Agreement shall apply to any and all products produced by the Company and as well to any and all enhancements and amendments, and/or modifications made to the same by the Company in the future.

[Signature page follows.]

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed**  
\_\_\_\_\_, 20\_\_.

**Vantis Life Insurance Company**

\_\_\_\_\_  
**Agency Name**

**By:** \_\_\_\_\_  
**(Signature)**

**By:** \_\_\_\_\_  
**(Signature)**

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

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

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

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

## **EXHIBIT A**

**SCHEDULE 1**

**EMPLOYEES TO BE PAID BY THE SUBAGENT**

Name	Address	License #

# Vantis Life®

## DIRECT DEPOSIT ENROLLMENT FORM

CHECK ALL THAT APPLY:

VANTIS LIFE

AGENCY NAME: \_\_\_\_\_ AGENCY NUMBER: \_\_\_\_\_

VANTIS LIFE OF NEW YORK   
(COMPLETE IF DIFFERENT FROM ABOVE)

AGENCY NAME: \_\_\_\_\_ AGENCY NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Please complete the items below:

	VANTIS LIFE	VANTIS LIFE OF NEW YORK (IF DIFFERENT FROM VANTIS LIFE)
Financial Institution Name:		
ABA Number (Transit Number):		
Branch Number:		
Account Number:		
Bank / Credit Union Account Name:		
Account Type: (C=Checking; S=Savings)		

The undersigned hereby authorizes Vantis Life Insurance Company to utilize the above referenced information to establish a direct deposit relationship pertaining to bi-weekly commission payouts.

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

Rev. 09/2011

