



SBLI Contracting Checklist

Agent/ Agency: _____

Direct Upline: _____ Agent #: _____

Documents To Be Completed & Returned:

- ☐ Application Checklist
- ☐ Agent Application
- ☐ Producers Agreement
- ☐ SBLI's Replacement Policy
- ☐ 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



805 E. Willow Grove Avenue-Suite 2B
Wyndmoor, PA 19038
WWW.ABSGO.COM
Phone: 215.233.9410
Fax: 215.233.9416

States Requiring Income Tax Withholding for Non-Resident Commissions

- California – 7 percent applies to Individuals and Corporations
- Nebraska – 6 percent applies to Individuals and Entities where at least 80% of shareholders are performing the services
- Pennsylvania – 3.07 percent applies to individuals only

Three states currently require withholding of income taxes on non-resident commissions paid for sales in those states. This pertains to Life business.

Withheld state taxes for the current tax year will be reflected at year-end on the agent's IRS Form 1099.

The tax applies to producers who are not residents of those states but receive commissions for sales within the state. We recommend that you consult with your tax advisor if you have any questions. Non-resident agents are responsible for reporting all commissions for business in these states in accordance with respective state laws.

Please refer to the individual state revenue department websites for further advice.

California Franchise Tax Board
<https://www.ftb.ca.gov/>

Nebraska Department of Revenue
<https://revenue.nebraska.gov/>

Pennsylvania Department of Revenue
<https://www.revenue.pa.gov/>



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: _____



APPLICATION CHECKLIST PRODUCER

Attn: Records Department
Email: records@sbli.com
Fax: 781-994-4240

Agent Name: _____

Direct Upline Contract Code: _____

Direct Upline Name: _____

Has a New Business Application Been Submitted? ☐ Yes ☐ No

Is this a drop ticket application? ☐ Yes ☐ No

Application Signed State: _____ Insured Name: _____

☐ Select Commission Schedule Below:

Life ☐ I ☐ II ☐ III ☐ IV ☐ V ☐ VI ☐ VIa ☐ VIb ☐ VIc ☐ 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
- ☐ Agent answered no to questions 1-7 or provided explanation for all questions answered yes (Section IV)

☐ Complete Payee Information (if applicable)

- ☐ 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 (required. \$1M Min.)

☐ Appoint this agent in the following state(s): _____ (SBLI's pre-appoint states are IN, OR, PA, UT)

☐ Direct Deposit Enrollment Form*

*Not required for Schedule K and OK

☐ Completed Contact information on page 2 of checklist

☐ Completed W-9 Form

☐ Completed VectorOne Form

Licensing contact information:

Name: _____

Email: _____

Phone: _____

Commissions contact information:

Name: _____

Email: _____

Phone: _____



AGENT APPLICATION

Section I—INDIVIDUAL APPLICATION REQUIRED INFORMATION

Name: _____
Last First Middle Initial

Social Security Number: _____ Gender: ☐ Male ☐ Female

Home Address: _____ Date of Birth: _____

City: _____ State: _____ Zip: _____

Email Address: _____ Home Phone Number: _____

Agency Name: _____

Agency Address: _____

City: _____ State: _____ Zip: _____

Agency Phone Number: _____

Section II—E&O

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 Number: _____

Effective Date: _____ Expiration Date: _____

**Please include a copy of your certificate*

Section III—PAYEE INFORMATION

This section must be completed if the agent is directing commission to a payee.

If payable to a Payee:

1. Complete W-9 form
2. Complete Direct Deposit Enrollment form
3. Complete the following:

Entity Name: _____ Tax ID Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Principal for Corporate or Partnership Records: _____

Name of Primary Contact: _____ Email Address: _____

You are allowed to designate third parties to receive your commissions under the following circumstances:

1. Non-licensed persons or entities (including Insurance Agencies) provided they were not involved in the sale. If you designate a non-licensed or appointed person or entity, you certify that the person or entity will not be involved in the sale.
2. Please see attached Override and Payee License document for a list of states where the payee must be licensed or appointed in order to 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 (only required for ROP and Whole Life Products)

Course Name: _____

Provider: _____

Completion Date: _____

If you 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—<https://learn.questce.com/sbli/>

Course Name: _____

Completion Date: _____

FAIR CREDIT REPORTING ACT DISCLOSURE

Pursuant to the Fair Credit Reporting Act (FCRA), the Savings Bank Mutual 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. I 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

Date

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.

Producer's Signature

Printed Name

Date

**Request for Direct
Deposit of Commissions**



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: _____ Date: _____

Complete and return this form to:

E-mail: Records@SBLI.com

Fax: (781) 994-4240

Be sure to include a voided check

→

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

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 between The Savings Bank Mutual Life Insurance Company of Massachusetts, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at One Linscott Road, Woburn, MA (the "Company" or "SBLI") and located at _____ (the "Producer") and _____ located at _____ (the "General Agent").

The Producer is a: Corporation ☐ Partnership ☐ Individual ☐

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

- A. Authorization: The Company hereby appoints the Producer and the Producer accepts such appointment to submit applications and initial premiums for individual life insurance policies, accidental death policies and annuity contracts ("policies") issued by the Company, and for such other incidental purposes.
- B. Duties of the Producer: 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;

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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. Limitations of the Producer's Authority: 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. Commissions: 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. Forfeiture: 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;

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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. Refunds: 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;
2. 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;
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.

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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. Term: 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. Voluntary Termination: 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. Automatic Termination: 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. Customer Lists: Producer acknowledges that the list of names and addresses of SBLI customers who purchase or have purchased SBLI policies or contracts through the Producer

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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. Proprietary Information: 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. Confidentiality: 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

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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

By: _____ Date: _____

Producer

By: _____ Date: _____

General Agent

By:  Date: _____

Corporate Producer

By: _____ Date: _____

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

State	Appointment 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.
Iowa	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	Yes	15 days from execution of agency K
Maine	Yes	15 days
Maryland	Yes	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
Oregon	Yes	Agent may not act as agent of insurer unless appointed
Pennsylvania	Yes	Insurers must maintain a current list of authorized producers 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
Texas	Yes	Agent may act on behalf of insurer prior to ins. dept. receiving notice. Insurer 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- whichever is earlier
Virginia	Yes	30 calender days from submission of 1st app.
Washington	Yes	15 days from agency K execution or date initial app. submitted to insurer- 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.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number											
				-				-			
or											
Employer identification number											
					-						

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 Here	Signature of U.S. person	Date
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



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. GA must complete the "Guaranty" portion of the Annualization Addendum which allows SBLI 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 submit 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 Mutual 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 Writing Agent Contract identified above.

Writing Agent Signature: _____ Date _____

General Agent Signature: *Dan Quirk* Date _____

~~~~~

For SBLI signed by \_\_\_\_\_ Date \_\_\_\_\_

**Requires GA Guaranty?**      \_\_\_\_\_ **Yes**      \_\_\_\_\_ **No**

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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. I further understand that any indebtedness of this agent which becomes uncollectible by SBLI shall be deemed to be my indebtedness to SBLI.

General Agent's Signature _____ Date _____