This paperwork is for NEW YORK only.

E&O required. Please include proof of your current E&O coverage.

Please attach to your first SBLI new business application. SBLI prefers to appoint new agents at the time they submit their first new business application.

# **ANTI-MONEY LAUNDERING**

As you know, Anti-Money Laundering training for insurance agents is a Federal requirement. Once you have taken a "base course", you should be taking an annual "refresher course".

All insurance companies are obligated to enforce this requirement. This information must be provided to the insurance companies in order to complete your licensing and contracting request.

Please indicate below where you take your Anti-Money Laundering training:
LIMRA (accessed on-line via <a href="www.aml.limra.com">www.aml.limra.com</a> ). You won't have a completion certificate. The insurance companies can verify directly with LIMRA.
Date last refresher course taken:
OTHER (such as thru your broker/dealer, bank, RegEd, Kaplan, or other vendor)
-Please attach a copy of your latest course completion certificate
Agent Name:



## I am interested in representing SBLI USA Life Insurance Company as a Soliciting Agent \_ General Agent/Agency \_ IS YOUR BUSINESS A (Check One) License #: Corporation Sole Proprietorship †Partnership If Partnership or Corporation Give Federal I.D. #: Social Security #: **INDIVIDUAL INFORMATION** Full Name: DOB: Female Male 🗌 (Last) (First) (M) Home/Address: Telephone #: Mobile #: Telephone #: **Business Address:** Fax #: **Email Address** INCORPORATED AGENT CONTRACT INFORMATION Name of Corporation as it appears on License: Telephone #: Fax #: Address: Tax I.D. #: CHECK BOXES AT RIGHT IF INDIVIDUAL WILL BE WRITING BUSINESS UNDER THIS CORPORATE CONTRACT. PLEASE ENCLOSE COPY OF CORPORATE/INDIVIDUAL LICENSES Name & Title: S.S.#: Home/Address: DOB. † Name & Title: S.S.#: Home/Address: DOB:

S.S.#:

DOB:

Name & Title:

Home/Address:



SCORPORATION LICENSED WITH ANY OTHER LIFE INSURANCE COMPANY?	
IF <b>"YES"</b> GIVE NAME OF COMPANY:	
NAMES AND ADDRESSES OF INDIVIDUALS OTHER THAN CORPORATION OFFICERS WHO THIS CORPORATE LICENSE AND CONTRACT AS WELL AS THEIR SOCIAL SECURITY NUMBER	
Name & Title:	S.S.#:
Home/Address:	D.O.B.: †
Name & Title:	S.S.#:
Home/Address:	D.O.B.: †
Name & Title:	S.S.#:
Home/Address:	D.O.B.:

## Do you currently have Errors and Omissions Insurance?

SINCE:	INSURANCE CARRIER	POLICY NUMBER



## TO THE BEST OF YOUR KNOWLEDGE OR BELIEF:

	Yes	No			
1			Are you presently under investigation by any state insurance departments or have you ever had an insurance license denied or revoked?  Have you declared or been adjudicated bankrupt, either personally or in business?		
2					
3			Are there any suits, judgments or liens currently outstanding against you?		
PLE/	ASE EXPI	LAIN AN	IY YES ANSWERS:		
Me	thod of	f Comr	mission Payment:		
Che	ck 🗌 I	EFT	Commission Frequency: Weekly Semi-Monthly Monthly		
( Ple	ase comp	olete the	attached authorization form) [General Agent Use Only]		

#### **Consumer Disclosure**

We <u>SBLI USA Life Insurance Company</u>, Inc. will obtain one or more consumer reports or investigative consumer reports (or both) about you for employment purposes. These purposes may include contract, appointment, assignment, hiring, promotion, re-assignment, and termination. The reports will include information about your character, general reputation, personal characteristics, and mode of living.

We will obtain these reports through a consumer reporting agency. Our consumer reporting agency is General Information Services, Inc. GIS's address is P.O. Box 353, Chapin, SC 29036. GIS's telephone number is (866) 265-4917. GIS's website is at www.geninfo.com, where you can find information about whether GIS's international privacy practices.

To prepare the reports, GIS may investigate your education, work history, professional licenses and credentials, references, address history, social security number validity, right to work, criminal record, lawsuits, driving record, credit history, and any other information with public or private information sources.

You may obtain a copy of any report that GIS provides and GIS's files about you (in person, by mail, or by phone) by providing identification to GIS. If you do, GIS will provide you help to understand the files, including trained personnel and an explanation of any codes. Another person may accompany you by providing identification.

If GIS obtains any information by interview, you have the right to obtain a complete and accurate disclosure of the scope and nature of the investigation performed.

Please sign below to acknowledge your receipt of this disclosure.

X		
Signature	Date	
Printed Name		

#### **Consumer Authorization**

**Authorization:** By signing below, you authorize: (a) General Information Services, Inc. ("GIS") to request information about you from any public or private information source; (b) anyone to provide information about you to GIS; (c) GIS to provide us **SBLI USA Life Insurance Company** one or more reports based on that information; and (d) us to share those reports with others for legitimate business purposes related to **your appointment.** GIS may investigate your education, work history, professional licenses and credentials, references, address history, social security number validity, right to work, criminal record, lawsuits, driving record, credit history, and any other information with public or private information sources. You acknowledge that a fax, image, or copy of this authorization is as valid as the original You make this authorization to be valid for as long as you are an applicant, agent, producer or employee, with us.

The Consumer Financial Protection Bureau's "Summary of Your Rights under the Fair Credit Reporting Act" is attached to this authorization. If you are a New York applicant, a copy of New York's law on the use of criminal records is attached. By signing below, you acknowledge receipt of these documents.

**Personal Information:** Please print the information requested below to identify yourself for GIS.

Printed name:

	First	Middle (□ none)	Last
Other names use	ed:		
Current and form	ner addresses:		
	current		
from Mo/Yr	to Mo/Yr	Street	City, State & Zip
from Mo/Yr	to Mo/Yr	Street	City, State & Zip
from Mo/Yr	to Mo/Yr	Street	City, State & Zip
•	_	er information sources e it for any other purpo	require the following information when oses.
	Date of birth		Social security number
	Driver's license number & state		Name as it appears on license
	you are applying for f the report by chec	•	rnia, Minnesota, or Oklahoma, you may
X			
Signature		Da	te



Mailing Address:
460 West 34<sup>th</sup> Street, Suite 800 SBLI USA Life
New York, NY 10001-2320 Insurance Comp

SBLI USA Life Producer Insurance Company, Inc. Contract

This Contract (the '	'Contract") between SBL	I USA Life Insurance Company, Inc. (the
"Company") and _		of,
	(Producer's Name)	(Resident City)
	, for the pol	cy applications written by you through
(Resident S	tate)	
<del>-</del>	olutions, Inc. ion name and number)	, Agency, is effective
	and is subject to t	ne following terms and conditions.

## **CONTRACT LANGUAGE**

- a. Throughout this contract, the terms "we", "our," "us" and "and "company" mean SBLI USA Life Insurance Company, Inc. The terms "you" and "your" mean the person signing this contract.
- b. "Calendar year" is a period beginning January first and ending December thirty first.
- c. "Commission" means first year commission and renewal commission identified in the commission schedule.
- d. "Commission schedule" means the commission schedule in effect at the time you sell a policy or an addition to a policy.
- e. "Policy" means any insurance policy or annuity contract included in the commission schedule.
- f. "Policy year" is a period of one year beginning with the policy date (except as modified in the policy).
- g. "premium" means the payment amount to us stated or defined in a policy.

#### RELATIONSHIP

#### Under this contract:

- a. Your relationship with us is that of an independent contractor, not an employee
- b. You will be free to exercise your own reasonable judgment in marketing our policies, including the choice of time, place and manner of sale, but you are to conform to all of our rules, requirements and instructions not inconsistent with this relationship.
- c. We reserve the right to revoke your authority to sell any product or product line at any time, upon notice to you.

## **DUTIES AND RESPONSIBILITIES**

Under this contract, you agree to:

- a. Conform to and comply with all laws pertaining to insurance and insurance brokers and agents.
- b. Conform to and comply with all of our policies and procedures regarding the marketing of our policies.
- c. Comply with all of our policies and procedures relating to the protection and privacy of nonpublic personal information of individuals, and the protection of confidential information.
- d. Comply with all of our policies and procedures relating to anti-money laundering and anti-terrorism financing activities.
- e. Qualify for and obtain any licenses and bonds as required by us or the law, provide us with evidence of such licenses and bonds, and inform us of any changes in writing.
- f. Limit solicitation of applications for our policies to states in which you are licensed and appointed to by us.
- g. Deliver promptly all money you receive on behalf of us, an applicant, a policyowner, or a beneficiary. You hold all moneys in trust until delivery.
- h. Return any policies to us that we request, or that are not delivered within the time allowed. You will be asked to give an account for these policies.
- i. Help keep our policies in force.
- j. Return all moneys and other property of ours to us on demand or if this contract terminates.
- k. Refrain from interfering with any other producer's relationship with us.
- 1. Comply with our instructions regarding the marketing and servicing of policies.
- m. Provide assistance in resolving customer complaints as requested.
- n. Maintain professional errors and omissions insurance to cover your proposed activities pursuant to this contract.
- o. All Company supplies will remain the property of the Company.
- p. All of your accounting records pertaining to the business of the Company may be audited by the Company during your business hours and at a reasonable location.

## **LIMITATIONS**

Your authority will extend no further than is stated in this contract, including, without limitation, that you may not:

- a. Incur any liability or debt against us.
- b. Accept risks of any kind, determine insurability, or bind us in any way.
- c. Promise the reinstatement of policies.
- d. Make, change, or discharge any contract.
- e. Allow more time for paying a premium or waive any premium payment.
- f. Accept premium payments other than the first payment, except with our written approval.
- g. Give credit to applicants.
- h. Initiate legal proceedings or actions in insurance departments and other administrative agencies in our name.
- i. Modify or waive any provision of any policy, or waive any of our rights relating to policies, including, but not limited to, the right to correct and complete information on applications.
- j. Use any sales material, software, sales concepts, supplies or advertising other than supplied or approved by us, except with our written approval.
- k. Use your own personal or business checks or funds for the payment of an applicant's or policyowner's premiums.
- 1. Pay, allow or offer any rebate.
- m. Use the Company's name in connection with any bank account or account with any other financial institution, except as authorized in writing by the Company.
- n. Deliver any policies unless the first premium has been paid and the applicant has not had a change in health since the date that a policy was applied for.

## COMMISSIONS WHILE UNDER CONTRACT

- a. Commissions will be based on the gross premiums we receive from the policyowner. However, we will not advance commissions on future premium deposits.
- b. We will pay you commissions on policies sold according to the commission schedule.
- c. We may, by written announcement or notice, change the commission schedule. However, this would not affect commissions payable on policies applied for before the new schedule became effective, unless required by law.
- d. You are responsible for ensuring that you have the most current commission schedule.

### **COMMISSIONS AFTER TERMINATION**

- a. If your contract terminates for reasons other than any of the reasons in Part b of this section, you will receive the following commissions:
  - 1. First year commissions not yet paid on deferred first year premiums.
  - 2. Renewal commissions as stated in your commission schedule.
- b. Future commissions (first year and renewal) will not be paid if we reasonably believe you have committed or caused to be committed any fraudulent, dishonest or illegal act arising out of or connected with our business or otherwise acted in violation of your contract or company policy.

#### PRIOR CONTRACT

Any prior or existing contracts, whether oral or written, and any such amendments that you have with us are terminated as of the date immediately before the effective date of this contract. Your rights to receive commissions earned on any business issued under a previous contract will continue to be paid in accordance with its terms and commission schedule(s).

#### **COMPLIANCE**

Any lenience in enforcing strict compliance with contract provisions or forbearance by us in enforcing them will not be interpreted as a present waiver of those provisions nor as a waiver of our rights to enforce the same in the future.

#### **INDEBTEDNESS**

Indebtedness means any debt, liability, or debit balance resulting from our reversal of commissions incurred under any contract you have had with us. It also means any amount paid by us to settle a complaint or satisfy any judgment entered by any court, administrative agency or arbitrator related to any policy sold by you, or breach of your duties and responsibilities contained in this contract, whether or not the liability for settlement or satisfaction of judgment arose after the termination of this contract. We may offset any amount you owe us, or any of our subsidiaries or affiliates, against any amounts we owe you. We reserve the right to use any remedies under the law to collect any debt you owe us and you agree to pay any reasonable attorney's fees and actual costs of collection incurred as a result of such action.

#### **ASSIGNMENT**

This contract is not assignable. Except as provided under "indebtedness," no commissions payable under this contract may be transferred, assigned or made payable to anyone other than you without written consent.

## **CONFIDENTIAL INFORMATION**

**Confidentiality.** You acknowledge that, in the course of performing your duties under this agreement or otherwise, you may receive or learn information about individuals who have applied for or purchased financial products or financial services from us, including, but not limited to, personal, financial and/or health information ("Confidential Information"). You agree to keep all Confidential Information strictly confidential, and that you will not use or disclose to any affiliate or third party, either orally or in writing, any Confidential Information for any purpose other than the purpose for which the Confidential Information was provided to you. Without limiting any of the foregoing, you agree to take all precautions that are reasonably necessary to protect the security of the Confidential Information. You agree to restrict access to the Confidential Information to those employees who need to know that information to perform your duties under this agreement. You further agree that, upon our request you will return to us all tangible items containing any Confidential Information you received or leaned form us, including all copies, abstractions and compilations thereof, without retaining any copies of the items required to be returned. This provision does not apply to Confidential Information provided to you by the customer. The obligations of this paragraph extend to all of your employees, agents, affiliates and contractors and you shall inform such persons of their obligations hereunder.

**Notification obligation.** Upon learning of any unauthorized disclosure or use of any Confidential Information, you shall notify us promptly and cooperate fully with us to protect such Confidential Information.

**Disclosure required by law.** If you believe it is required by law or by a subpoena or court order to disclose any Confidential Information, then you, prior to any disclosure, shall promptly notify us in writing attaching a copy of the subpoena, court order or other demand and shall make all reasonable efforts to allow us an opportunity to seek a protective order or other judicial relief. This provision does not apply to audits and inquiries from state or federal regulatory agencies if you are legally required to provide them with access to your records.

**Compliance with law.** In connection with your performance under this agreement, you agree to comply with all applicable laws, including but not limited to laws protecting the privacy of non-public personal information about individuals.

**Survival.** The provisions of this agreement relating to confidentiality shall survive termination or expiration of this agreement.

## **GOVERNING LAW**

This is a New York contract and will be construed in accordance with the laws of the state of New York.

## **TERMINATION**

- a. We or you can terminate this contract at any time for any reason. Notice of termination must be in writing and specify the date of termination. Notice will be effective on the earlier of mailing to the addressee's last known address or delivery to the addressee.
- b. We may terminate your contract without giving prior written notice if we reasonably believe that you have committed any fraudulent, dishonest or illegal act arising out of or related to this contract or to our business or violated any provision of this contract or company policy, and the date of such termination shall coincide with the date of the violation or act giving rise to termination.
- c. The contract will terminate immediately in the event of expiration, cancellation or revocation of your license to sell insurance or your death.

#### ENTIRE AGREEMENT/AMENDMENT

This contract, including the relevant commission schedule(s), represents the entire contract between you and us. This Agreement and the relevant commission schedule(s) may be amended or modified by us upon written notice to you. Each such amendment shall be binding on both parties.

By signing below, I am indicating that I have read, understand, and agree to the terms and conditions of this contract.

	SBLI USA Life Insurance Company, Inc.
X	
Producer	Vice President
Countersigned for SBLI USA Life Insura	nce Company, Inc.
By	
Not effective unless countersigned	Date MM/DD/YYYY
After completing this form, make a copy.	Send original and copy to Product

Development & Distribution.