



Welcome

We are pleased that you have chosen to associate with Lincoln Financial Group. The instructions, information and forms on the following pages are designed to make the process of licensing, contracting and appointment a smooth and expeditious experience.

Our company is focused on offering superior service to superior producers. To avoid an unnecessary delay in processing, please be certain that all items on the contract checklist have been completed and submitted.

Contracts received from agents residing in "Just in Time" (immediate appointment) states will be processed upon receipt of first New Business application. Please note that the paperwork submitted will be reviewed for completeness once New Business is received.

Contracting received from agents residing in "Pre-Appointment" states is processed immediately. Agents may solicit upon receipt of Department of Insurance appointment approval.

INSTRUCTIONS FOR COMPLETION OF FORMS

PRODUCER SECTION

Producer's Name: _____

COMPLETE AND PROVIDE THE FOLLOWING:

- Professional Profile LA02296
- Fair Credit Reporting Act Disclosure and Authorization LA02298
- Signed Producer Agreement BJ-02300
- AML certification LA06654
- FASTCASH Form - ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION FORM** GB02303

Optional

- Financial Owner Assignment BJ-02305

Return completed packet to your recruiter

fax 845-592-4067

RECRUITER SECTION

Recruiter's Name: Nest Egg Builders

- Verify that information above has been completed and all requested documents are attached
- Complete Recruiter Report BJ-02308AM
 - **VERY IMPORTANT** - The hierarchy section dictates Payout (commission & override) - be sure to include names and agent numbers for all parties in the hierarchy.
- Mail completed packet to (Please select only one method of submission)

Lincoln Financial Group
Distribution Gateway - 2930
PO Box 515
Concord, NH 03302-0515

OR E-Mail to contracting@ifg.com

OR Fax to 603-226-5311



PROFESSIONAL PROFILE

A. Personal Information

Male Female

Full Name: _____ Nickname: _____

Date of Birth: _____ Social Security Number: _____

Business Street: _____ City: _____ State: _____ Zip: _____ County: _____

Business Phone: _____ Fax: _____ Email address: _____

Home Street: _____ City: _____ State: _____ Zip: _____ County: _____

Home Phone: _____

May we publish your name in Company publications? Yes No If no, is recognition (awards, conference) acceptable? Yes No

Federal and state laws prohibit discrimination in contracting because of race, color, religion, age, sex, national origin, or disability.

B. Contracting As Individual or Corporate

C. Licenses Held

List states in which you wish to be appointed: NEW YORK ONLY

FINRA License Yes No CRD# _____ Broker/Dealer _____ Tax ID: _____

D. Please read and answer each question. Attach a written explanation, including date of the event and date of discharge, for any yes answers. If anything occurs, which results in a change to any of your answers, you must notify Lincoln, in writing, within 30 days of the occurrence.

- | | Yes | No |
|--|--------------------------|--------------------------|
| 1. Are you now or have you ever been the subject of any complaint, investigation, or proceeding by any Insurance Department, the SEC, or any federal or state regulatory agency? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you ever been convicted of or pleaded guilty or nolo contendere to a felony or misdemeanor other than a traffic offense? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are you currently, or have you ever been involved in a bankruptcy (personal or any business in which you had control or an ownership interest), pending litigations in which you are a defendant, had a salary garnished or had liens or judgments against you? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Are you currently, or have you ever been the subject of any customer complaint or complaint or proceeding by any securities, insurance or commodities regulatory body or organization? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Have you ever had your contract, appointment or employment arrangement terminated or have you been permitted to resign from any insurance company or other financial services employer for any reason other than low production? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Are you currently, or have you ever been refused a license to sell insurance or been refused membership in any securities regulatory body or organization or had a license suspended or revoked by any securities and/or State Insurance Department? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Are currently a party or in the past ten years, have you been a party to any lawsuit, arbitration or civil litigation? | <input type="checkbox"/> | <input type="checkbox"/> |

By signing below, I certify that the foregoing answers are true and correct to the best of my knowledge and belief. I also give The Lincoln National Life Insurance Company and its affiliates permission to investigate as necessary to verify this information and to share the information with parties recruiting and recommending my appointment unless I direct you otherwise. This authorization, in original or copy form, is valid now or any time in the future.

Signature of Applicant

Date



PRODUCER AGREEMENT

AGREEMENT by and between The Lincoln National Life Insurance Company, an insurance company organized and existing under the laws of the State of Indiana and Lincoln Life & Annuity Company of New York, an insurance company organized and existing under the laws of the State of New York, and any affiliate or subsidiary, and any subsequent affiliate or subsidiary designated hereafter from time to time by notice (hereinafter collectively referred to as the "Company," "Companies" or "Lincoln" and _____ (the "Producer").

(Name of Organization or Individual)

AGENTS NAME R. COOP APPLICABLE

WHEREAS, Lincoln is the issuer of life insurance, annuities and other insurance products (the "Policy" or "Policies"), which are more particularly described in this Agreement in Schedule A1/B1, (which is made part of this Agreement) as may be amended by Lincoln at anytime; and

WHEREAS, Lincoln proposes to have the Producer sell the Policies; and

WHEREAS, the Producer's classification is reflected in the Producer's Compensation Plan or Schedule C, if any. Lincoln may reclassify the Producer from time to time. The Producer will be notified of any such reclassification prior to the effective date of the new classification. Any change to a different level typically would be based on announced or required production levels, but may also be based on other considerations such as changes in field management or organization, or changes in marketing strategy. The new classification will apply to business produced after the effective date of the Producer's reclassification.

NOW THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto agree as follows:

- 1. Appointment of the Producer. Lincoln hereby appoints the Producer to: (a) solicit sales of the Policies in all jurisdictions in which the Policies may legally be issued using forms, rates and guidelines provided by the Company; and in which the Producer is properly licensed under state law and appointed under existing Company guidelines; (b) promptly deliver the Policies when the conditions governing such delivery have been met; (c) collect the initial modal premium necessary to place in force or to reinstate the Policies in the form of a check payable to the Company; (d) service the policyowner (may also be referenced as "policyholder"); and (e) recruit, and recommend the appointment to Lincoln, persons and organizations meeting the Company standards for holding a Producer Agreement.
2. Company Independence. Each life insurance company's products are separately underwritten and are the sole obligation of the issuing insurer. The life companies are members of Lincoln Financial Group. Lincoln Financial Group is the marketing name for the Lincoln National Corporation and its subsidiaries. Lincoln National Corporation is not responsible for financial obligations of these Companies.
3. Independent Contractor. The Producer is an independent contractor with respect to Lincoln, and nothing in this Agreement shall create or be construed to create the relationship of employer and employee between Lincoln and the Producer. The Producer shall, in its sole discretion, select the persons from whom it will solicit applications for Policies, as well as the time, manner and place of solicitation.
4. Limitation of Authority. The Producer's authority shall extend no further than stated in this Agreement. The Producer shall not: (a) make, waive, or change any questions, statements, or answers on any application for a Producer Agreement, this Agreement itself or any application for the Policies, the terms of any receipt given thereon, or the terms of the Policies; (b) extend the time for payment of premiums or waive any premiums, or forfeiture or guarantee dividends, earnings or rates, or estimate future interest, mortality or expense factors except through the use of authorized illustrations and projections approved by Lincoln; (c) deliver the Policies unless the health of the Insured(s), Owner(s), or Annuitant(s) is substantially unchanged from the date of the application; (d) incur any debts or liabilities for or against the Company; (e) receive any money for the Company except premiums as authorized in Section 1(c) above, in the form of a check payable to the Company; (f) misrepresent, or fail to disclose accurately, the terms or nature of the Company's Policies; (g) pay any premiums on the Policies other than the Producer's own or the Producer's immediate family members; (h) solicit business in a state where the Policies are not approved for sale; (i) solicit business in a state where the Producer is not listed by the state; (j) share any part of management compensation with producers recruited by or assigned to the Producer; (k) violate any published Lincoln policy or procedure relating to STOLI (or any other investor owned or originated life insurance or annuity) sales and viatical/life settlements; and

(i) enter into any proceeding in a court of law or before a regulatory agency in the name of or on behalf of Lincoln.

Nothing in this Agreement shall create or be construed to create any exclusive authority to represent Lincoln or to effect sales of Policies with respect to a specific geographic territory or otherwise.

5. **The Policies.** The Policies issued by Lincoln to which this Agreement applies are listed in Schedule A1/B1. Schedule A1/B1 may be amended from time to time by Lincoln. Lincoln in its sole discretion and without notice to the Producer, may suspend sales of any Policies or may amend any Policies or contracts evidencing such Policies.

6. **Licensing.** The Producer shall at all times when performing functions under this Agreement, be validly licensed in the states and other local jurisdictions that require such licensing or registration in connection with the Producer's sales activities. Lincoln will, at its option and in its sole discretion, pay state insurance producer appointment fees and any renewals thereof during the term of this Agreement, and the Producer shall be responsible for the payment of all resident and non-resident state insurance license fees and any renewals thereof, as may be necessary to sell or solicit the sale of Policies. Lincoln shall have the sole discretion to appoint, refuse to appoint, or discontinue or terminate the appointment of any person as a producer of Lincoln.

If the Producer is not an individual, then the Producer shall also assist Lincoln in the appointment of its representatives under the applicable insurance laws to sell the Policies. The Producer shall submit the required license/appointment papers for all applicants as insurance producers of Lincoln. All such licensing/appointment papers shall be submitted to Lincoln or its duly appointed producer. Notwithstanding such submission, Lincoln shall have sole discretion to appoint, refuse to appoint, or discontinue or terminate the appointment of any representative as a producer of Lincoln.

7. **Compliance.** The Producer agrees to comply with all applicable local, state and federal laws and with all rules and regulations of the regulatory agencies having jurisdiction with respect to the sales of the Policies. The Producer agrees to abide by the terms and conditions of this Agreement, the Producer's Compensation Plan or Schedule C, if any, the Market Conduct Manual, and any rules relating to the Company's business as may be published, or contained on the Company's Web site, from time to time.

8. **The Violent Crime Control and Law Enforcement Act.** The Producer represents and warrants to Lincoln that neither the Producer, nor any producer, employee or representative of the Producer providing services according to the terms of this Agreement has been convicted of any felony involving dishonesty or breach of trust under any state or federal law. The Producer agrees to defend and indemnify Lincoln with respect to any action brought against Lincoln to the extent that such action is based upon a claim that the engagement by Lincoln of the Producer or any such producer, employee or representative of the Producer violated any state or federal prescription against such engagement, including but not limited to The Violent Crime Control and Law Enforcement Act of 1994, as may be amended.

9. **Confidential Information and Protection of Non-Public Personal Information.** The Producer and Lincoln agree to maintain the other party's Confidential Information (defined below) in strict confidence and in a manner to safeguard against unauthorized access, disclosure, use, destruction, loss or alteration in accordance with the Gramm-Leach-Bliley Act, Regulation S-P, the relevant state and federal regulations pursuant thereto and state privacy laws (all the foregoing referred to as "Privacy Law").

(a) "Confidential Information" shall mean (1) any data or information that is proprietary to the disclosing party and not generally known to the public, whether in tangible or intangible form, including, but not limited to, any information relating to a party's marketing strategies, business systems, databases, and (2) any customer or consumer specific data deemed to be "non-public personal information" under the Privacy Law.

(b) Specifically, with regard to non-public personal information, the Producer and Lincoln agree that they are prohibited from using consumer or customer non-public personal information other than (1) to execute the terms and conditions of this Agreement as permitted by the Privacy Law or (2) as required by state or federal law, regulation or rule. The Producer and Lincoln agree not to disclose consumer or customer non-public personal information to any third parties without prior written permission of the disclosing party. The Producer and Lincoln shall promptly report to the other party any unauthorized disclosure or use of any Confidential Information of which it becomes aware.

(c) Upon request, the Producer and Lincoln shall return to the other party or destroy (and provide an appropriate written destruction certificate) all Confidential Information in its possession or control. No disclosure by the Producer or Lincoln of Confidential Information of such party to the other party shall constitute a grant to the other of any interest or right whatsoever in such Confidential Information, which shall remain the sole property of the disclosing party.

(d) The Producer and Lincoln have the right to make reasonable requests to inspect, during normal business hours, the other's facilities, data and records, associated audit reports, summaries of test results or equivalent measures taken by a party to ensure compliance with the Privacy Law for the purposes of verifying that the confidentiality provisions of this Agreement are being complied with. This section shall survive the termination of this Agreement.

10. **Investigations; Customer Complaints.** The Producer agrees to cooperate fully in any insurance or other regulatory or judicial investigation or proceeding arising in connection with the Policies, Company, or Producer. The Producer shall permit appropriate federal and state insurance and other regulatory authorities to audit the Producer's records and shall furnish the foregoing authorities with any information which such authorities may request in order to ascertain whether the Producer is complying with all applicable laws and/or regulations. The Producer shall promptly notify the Company of any customer complaints with respect to the Policies and to cooperate with Company in resolving all customer complaints with respect to the Policies or Producer.
11. **Books and Records.** The Producer shall maintain thorough and correct books, accounts and records of all transactions covered by this Agreement as required by applicable laws and regulations. The Producer shall preserve and hold all documents, correspondence and records that come into the Producer's possession or control relating to the Policies as long as the Policies remain in force. The books, accounts and records of the Producer shall clearly and accurately disclose the nature of details of the Producer's activities related hereto. The Producer shall take appropriate action to keep confidential all information obtained pursuant to this Agreement (including, without limitation, names of purchasers of the Policies) as set forth under Section 9. The Company shall have access to all books, accounts and records of the Producer, its employees, or producers assigned to it. This section shall survive termination of this Agreement.
12. **Sales Practices.** The Producer shall be responsible for offering the Policies for sale in accordance with all Lincoln rules and procedures then in effect. All applications for the Policies shall be made on application forms supplied by Lincoln and all payments collected by the Producer shall be remitted promptly in full, without deduction or setoff, together with such application forms and any other required documentation, including temporary insurance agreements, directly to Lincoln at the address indicated on such application or to such other address as Lincoln may, from time to time, designate in writing. The Producer shall review all such applications for completeness and suitability. Checks in payment on any Policy shall be drawn to the order of "The Lincoln National Life Insurance Company," or "Lincoln Life & Annuity Company of New York," as applicable. All applications are subject to acceptance or rejection by Lincoln at its sole discretion. All records of information obtained hereunder by the Producer shall not be disclosed or used except as expressly authorized herein, and the Producer will keep such records and information confidential, to be disclosed only as authorized or if expressly required by federal or state regulatory authorities.
13. **Sales Promotion Materials and Advertising.** "Sales Promotion Material" and "Advertising" are defined as material designed to create public interest in the Policies, or to induce the public to purchase, increase, modify, reinstate or retain a Policy, including:
- (a) printed and published material, audiovisual material, descriptive literature used in direct mail, newspapers, magazines, radio and television scripts, billboards, and similar displays;
 - (b) descriptive literature and sales aids of all kinds, including circulars, leaflets, booklets, depictions, illustrations and form letters, whether in the form of computer software or printed materials; and
 - (c) material used for training and education which is designed to be used or is used to induce the public to purchase, increase, modify, reinstate, or retain a Policy.
- The Producer shall be provided with illustrations relating to the Policies and such other material as Lincoln determines to be necessary or desirable for use in connection with sales of the Policies. No sales promotion materials or any advertising relating to the Policies shall be used by the Producer unless the specific form has been approved in writing by Lincoln. While Lincoln stationery may be made available to the Producer, it is to be used only when promoting the Company's products exclusively.
- In addition, the Producer shall not print, publish or distribute any advertisement, circular or any document relating to Lincoln unless such advertisement, circular or document shall have been approved in writing by Lincoln.
14. **Company Property.** The Producer agrees that all policyholder files, lists of policy owners or insured persons, records and premium accounts are the property of Lincoln, and may be audited or inspected as Lincoln may require. All computer software containing the rates and values of products issued by Lincoln, all Lincoln rate books, computer printouts, forms, policies, brochures, sales promotion materials, whether in hard copy or computer format, containing the name/logo of Lincoln or any affiliated company remains the property of Lincoln and are furnished to the Producer in confidence, and the Producer agrees to refrain from reproducing, publishing or disclosing such material other than in the ordinary course of business or with the written consent of Lincoln. The Producer further agrees that all such property shall be returned to Lincoln upon demand or upon termination of this Agreement. Upon termination of this Agreement for any reason, the Producer further agrees not to use any such material for his/her commercial purposes or for that of any other entity.
15. **E. & O. Coverage.** The Producer shall maintain errors and omissions insurance in an amount and with a company satisfactory to Lincoln. Lincoln may require evidence satisfactory to it that such coverage is in force, and the Producer shall give Lincoln prompt written notice of any notice of cancellation or change of coverage.

16. **Territory.** This Agreement does not confer any exclusive right or territory upon the Producer and the Company reserves the right:
- (a) to appoint additional individuals or organizations which hold a Producer's Agreement in such locale who also shall have the right to recommend appointment of Producers by the Company;
 - (b) to establish and maintain other or additional offices in the same locale; and
 - (c) to appoint Producers in such locale as recommended by others.

17. **Producer Compensation Plan or Schedule C.** Lincoln may establish, maintain, and publish a Producer Compensation Plan or Schedule C for each classification of Producer. Each such Producer Compensation Plan or Schedule C, if any, may be amended from time to time at Lincoln's sole discretion. The terms and conditions of the Producer Compensation Plan or Schedule C, if any, that are for the Producer's current classification are made a part of this Agreement by reference.

18. **Compensation.**

- (a) **Commissions.** The Producer shall be compensated in accordance with the terms of this Agreement, the Schedule of Commissions set forth in Schedule A1/B1 and the Producer Compensation Plan or Schedule C, if any, for the Producer's classification. Commissions shall accrue only after issuance and delivery of the Policy, after the due date of the premium and after the premium is received by Lincoln. Commissions on premiums paid in advance shall accrue only on the regular premium due dates of such premiums. No commissions shall be payable on account of waived premiums or on interest or loan payments collected. Compensation on extra premiums, conversions, exchanges, replacements and other special situations not provided herein shall be governed by Lincoln's rules and practices in effect at that time. The rate of and the right to receive compensation on any policy not listed in Schedule A1/B1 or requiring special underwriting shall be determined by the published schedule of commissions for that product or rules of the Company in effect at that time, or by a separate written agreement with the Producer signed by a duly authorized representative of the Company. No applications shall be accepted nor shall any compensation be paid on Policies which are not approved in the state where written. In order to receive any compensation, the Producer must be licensed and appointed with Lincoln in the Policy's state of issue at the time of Policy issue.
- (b) **Lincoln Refund of Premiums.** Lincoln, in its sole and absolute discretion, may reject any applications or payments remitted through the Producer and may refund an applicant's payments to the applicant. The Company may in its discretion settle any claim of policy owners or others in connection with any consumer complaint or any threatened or pending lawsuit as a result of any claimed improper or unauthorized action or statement in marketing the Policy. In the event a refund of premium is made for any reason and if the Producer has received compensation, including renewal commissions, the Producer shall promptly repay such compensation to Lincoln. If repayment is not promptly made, Lincoln may at its sole option deduct any amounts due Lincoln from the Producer from future commissions otherwise payable to the Producer. Any compensation chargebacks shall be made in accordance with then Company policy. This section shall survive termination of this Agreement.
- (c) **Changes in Commission Schedule.** Lincoln may change the schedule of sales commissions at any time. Any such change shall apply to compensation due on applications received by Lincoln after the effective date of such change.
- (d) **Restrictions.**
 - (i) The Producer agrees that the Producer shall not, whether or not permitted by law: (1) rebate or offer to rebate all or any part of a premium on a Policy, directly or indirectly; (2) withhold any premium on a Policy; (3) rebate or offer to rebate all or any part of a commission paid or payable upon the sale of a Policy; or (4) promote fee splitting or commission sharing arrangements. Violation of such Company rules, laws or regulations shall be grounds for termination of this Agreement by Lincoln.
 - (ii) If the Producer shall at any time induce or endeavor to induce any owner of a Policy to relinquish the Policy except under circumstances where there are reasonable grounds for believing that the Policy (contract or certificate) is not suitable for such person, any and all compensation due the Producer so acting shall cease and terminate.
 - (iii) Nothing in this Agreement shall be construed as giving the Producer the right to incur any indebtedness on behalf of Lincoln. Lincoln is hereby authorized to set off liabilities of the Producer against any and all amounts otherwise payable to the Producer by Lincoln.
 - (iv) Commissions may not be assigned or transferred without Lincoln's prior written consent. Such consent is subject to a certified copy of the assignment being delivered to Lincoln at its home office. Lincoln shall not be obligated to recognize any assignment of commissions by the Producer. Lincoln does not assume any responsibility for or guarantee the validity or sufficiency of any assignment.

19. **Termination.**

- (a) This Agreement may be terminated by any party, without cause, upon thirty (30) days written notice to the other party via regular U.S. mail addressed to the last known address of the other party. This is an at-will contract; this is not a contract for a definite term or period of time.
- (b) This Agreement automatically terminates upon:
 - (i) the Producer's death or inability to perform his/her responsibilities under this Agreement or as contained in the Producer Compensation Plan or Schedule C, if any;
 - (ii) the Producer's insolvency or bankruptcy occurring after the date of this Agreement, or if the Producer is a partnership or corporation, upon its dissolution or liquidation;

- (iii) the Producer's failure to meet the minimum production requirements of the Company for continuation of this Agreement. These requirements may change from time to time. The minimum requirements shall be announced annually and any changes shall be announced prior to the effective date of the change; or
 - (iv) failing to maintain in force specified amounts of a professional errors and omissions liability policy.
- (c) Termination for cause results in forfeiture of any further compensation payments and any accrued rights to participate in plans, programs, or benefits which require an active Producer Agreement. Termination for cause shall be:
- (i) material violation of any of the provisions of this Agreement or published Company policy relating to Producer conduct;
 - (ii) material violation of any state or federal laws or regulations relating to insurance;
 - (iii) revocation of the Producer's insurance license by the Insurance Department of any state or barring of any association with a FINRA (Financial Industry Regulatory Authority) member firm;
 - (iv) inducing or attempting to induce our policyowners to relinquish or replace the policies with such frequency as to indicate a pattern of inappropriate activity;
 - (v) misappropriation or commingling of Company funds; or
 - (vi) engaging in a fraudulent act or misrepresenting Policy benefits, provisions or premiums.

A termination under paragraph 19 (a) or (b), immediately above shall not preclude a termination for cause at a later date.

20. Compensation Payable After Termination.

- (a) Vesting of compensation shall be as described in the Producer Compensation Plan or Schedule C, if any, for the Producer's classification in effect at the time of termination.
- (b) If this Agreement is terminated due to the Producer's death, any compensation which otherwise would have been paid to him/her shall be paid to his/her surviving spouse, and at the death of the surviving spouse, to the spouse's estate. If the Producer leaves no surviving spouse, then his/her compensation shall be paid to his/her estate. The Producer may designate another payment arrangement on forms provided by Lincoln and signed by him/her.
- (c) If the Producer is a partnership or corporation and this Agreement is terminated due to the termination or dissolution of the partnership or corporation, compensation shall be paid to the licensed producer who signed the application for the Policy.
- (d) Notwithstanding the foregoing, if at any time the Producer is notified this Agreement is terminated for cause, no further compensation shall be paid.

21. Indebtedness.

- (a) Lincoln is authorized, at any time either before or after the termination of this Agreement, to deduct compensation due from Lincoln to the Producer, whether payable hereunder or with respect to Policies which are both administered and co-insured by the Company, the entire amount of any funds, including, but not limited to, advances or debts, owed by the Producer to Lincoln or its affiliates, associates, parents or subsidiaries, but only to the extent of the actual amount owed by the Producer as determined by Lincoln.
- (b) Any compensation, regardless of how characterized, paid to the Producer for premiums or considerations, including rollover amounts, later returned or credited to the customer, or any overpayment of such compensation shall be a debt due to Lincoln from the Producer and payable in accordance with (a) above.
- (c) In addition to all other rights available to Lincoln as a creditor, Lincoln shall have a first lien on all compensation payable under this Agreement, or any agreement with an affiliate of Lincoln, for any of the funds, advances or debts described herein.
- (d) To the extent that any compensation due the Producer from Lincoln is insufficient to cover advances or other debts, the difference shall become a debt due and payable immediately to Lincoln unless other arrangements have been made with Lincoln. At the sole discretion of Lincoln, interest, at a lawful rate to be determined by Lincoln, shall thereupon begin to accrue.
- (e) In the event the Company initiates collection efforts or legal action to collect any indebtedness of the Producer or its agents, the Producer shall reimburse the Company for reasonable attorney fees and expenses in connection therewith. As used in this Section, "Company" shall be deemed to refer to, and shall include, all affiliates of the Lincoln National Corporation.

22. Indemnification.

- (a) Lincoln shall indemnify and hold the Producer and each director and officer of and any person controlling the Producer harmless from any losses, claims, damages or liabilities (or actions in respect thereto), including reasonable attorneys' fees resulting from negligent, fraudulent or unauthorized acts or omissions by Lincoln or its employees.
- (b) The Producer shall indemnify and hold Lincoln harmless from any and all costs, expenses, losses, claims, damages or liabilities (or actions in respect thereto), including reasonable attorneys' fees, resulting from the following:
 - (i) any negligent, fraudulent or unauthorized acts or omissions by the Producer;
 - (ii) any unauthorized use of sales materials or advertising or any oral or written misrepresentations or any unlawful sales practices with respect to the Policies by the Producer; and
 - (iii) claims made by any of the Producer's assigned producers for compensation over and above that which is specifically agreed upon in such Producer's Agreement.

The foregoing indemnities described in paragraph 22 (b), immediately above, shall, upon the same terms and conditions, extend to and inure to the benefit of each director and officer of and any person controlling Lincoln. The foregoing indemnities shall not extend to losses, claims, damages or liabilities (or actions in respect thereto) arising out of death claims or claims related to the mortality risks of the Policies.

23. **Arbitration.** All claims or controversies arising out of or relating to this Agreement shall be settled by arbitration. This section provides the exclusive remedy for any dispute that may arise between the Producer and Lincoln (but does not necessarily apply to any third party litigation that may involve the Producer and/or Lincoln) and that, after a good faith attempt, the parties are unable to resolve. In the event of any unresolved dispute relating to this Agreement, including but not limited to a dispute about the interpretation of this Agreement or about the Producer's claim to compensation, either party may demand arbitration, by giving written notice to the other party. The party initiating the arbitration ("Claimant") shall give written demand ("Demand") to the other party ("Respondent"), by certified or registered mail, return receipt requested. Any notice given under this section to the Producer shall be at his last known address and to Lincoln shall be to the General Counsel at 1300 S. Clinton Street, Ft. Wayne, IN 46802. The parties agree that the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the Demand shall apply to the arbitration procedure including the selection of a single arbitrator or, if either party requests, by the selection of a panel of three arbitrators. The arbitrator(s) shall have the authority to determine all disputes, including the applicability of arbitration to the dispute. The award shall be made in writing within ninety (90) days of the appointment of the final arbitrator. The arbitrator(s) may award compensatory damages, plus interest, and specific performance. The award of the arbitrator(s) shall be final and binding on all parties. Judgment upon the award may be entered in any court having jurisdiction. No demand for arbitration under this section, and no claim under this Agreement, may be made after the date when such dispute would be barred by the applicable statute of limitations. Each party shall bear its own costs and expenses. Any arbitration arising between the parties with respect to this Agreement shall be conducted in Greensboro, NC, Concord, NH, Ft. Wayne, IN, Hartford, CT or Philadelphia, PA.
24. **Assignability.** This Agreement may not be assigned by either party hereto without the express written consent of the other. Any approved assignment shall be subject to a first lien to Lincoln for any indebtedness owed to Lincoln. Any attempt to assign this Agreement without such consent shall effect an immediate termination of this Agreement.
25. **Waiver.** Failure of any party to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of any of the conditions, but the same shall remain in full force and effect. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.
26. **Partnerships or Corporations.** When the Producer is a partnership or corporation, any reference made to the Producer as an individual shall be deemed to mean the partners of the partnership or the officers of the corporation who are licensed and appointed with Lincoln.
27. **Prior Agreements.** This Agreement shall supersede any and all prior agreement(s) between the Producer and Lincoln, however, any outstanding indebtedness shall survive.
28. **Service of Process.** The Producer is not Lincoln's authorized representative to accept service of legal process and therefore, the Producer shall not accept service. If, however, any paper is served upon the Producer, the Producer shall fax or send by certified mail the same to Lincoln's General Counsel at 1300 S. Clinton Street, Ft. Wayne, IN 46802 by certified mail within 24 hours after receipt.
29. **Definitions.**
(a) **Notice.** Unless otherwise provided in this Agreement, all notices, requests and other communications provided pursuant to this Agreement shall be in writing and shall be deemed to have been given on the date of delivery if delivered personally to the party to which notice is to be given, or upon the date of mailing if deposited in the mail, sufficient first-class postage affixed, and addressed to the party at the address(es) shown below, unless otherwise specifically provided.

All notices shall be sent to: The Lincoln National Life Insurance Company or Lincoln Life & Annuity Company of New York
c/o Lincoln Financial Distributors
Producer Solutions MPC2
350 Church Street
Hartford, CT 06103-1106

Producer: _____

AGENTS
NAME AND
ADDRESS

84-02300

(b) **Lincoln.** Lincoln shall include The Lincoln National Life Insurance Company, Lincoln Life & Annuity Company of New York and any subsidiary, parent, or affiliate.

(c) **Contract Year.** Contract Year shall mean the period of one year commencing with the date of issue of any Policy or contract and the subsequent anniversaries of such date of issue.

30. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

31. **Entire Agreement.** This Agreement represents the entire agreement between the parties and the parties shall not be bound by any other promise, contract, understanding or representation unless it is made by an instrument in writing and executed by a duly authorized officer of the Company.


32. **Effective Date.** This Agreement shall take effect as of the effective date or the date it is approved in writing by a duly authorized officer of Lincoln, whichever is later.

Contracting As:

Individual OR Corporate

Individual

Print Name of Producer

 Signature of Producer

Social Security Number

Date

Corporate

Print Corporate Name

Name and Title of Authorized Corporate Signer

Corporate Tax Id Number

Signature of Authorized Corporate Signer

Date

HOME OFFICE SECTION

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By: _____

Its: _____

Date: _____

LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK

By: _____

Its: _____

Date: _____



FINANCIAL OWNER ASSIGNMENT

For value received, I, _____ do hereby assign

unto Nestegg Builders Corp., 2424 Lakeside Ste Hopewell Jct. NY
(Name of Assignee) (Address of Assignee) 12833

XX-XXX-6683, LA 76470 any and all commissions now due me or hereafter to become due

me on any agreement(s) I now hold with The Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York (hereinafter collectively referred to as "Lincoln") and direct Lincoln to pay the Assignee such amounts as otherwise would be credited to my account in accordance with the terms and conditions of my agreement(s) with Lincoln.

This assignment releases Lincoln from any liability for said amounts, payments and taxable responsibility hereafter and shall be a full and complete discharge of Lincoln for the amount(s) paid. I agree to indemnify and hold harmless Lincoln for any and all liability it may incur as a result of this assignment.

Date Signature of Assignor

Witness Producer's Number

Lincoln assumes no responsibility for the validity or sufficiency of this assignment.

By _____

The Effective date of this agreement is _____

(TO BE COMPLETED AT H.O.)

*must be currently appointed and contracted with Lincoln.

**AGREEMENT WITH BUSINESS ASSOCIATE REGARDING USE & DISCLOSURE
OF CONSUMER HEALTH AND FINANCIAL INFORMATION
SELLING PARTNERS**

This Business Associate Agreement ("Agreement") is made and entered into by and between The Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York (collectively, "the Company") and Selling Partner ("Business Associate"), and is effective _____. This Agreement amends and is incorporated by reference into the current Selling Partner Agreement between the Company and Business Associate.

Definitions

Unless otherwise defined, terms used in this Agreement have the same meaning as those terms in the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") or the HIPAA Security Standards ("Security Rule"), found at 45 CFR Parts 160-164.

- (a) Agreement means this Business Associate Agreement.
- (b) Business Associate means Selling Partner.
- (c) Covered Entity means The Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York.
- (d) HITECH Act means the HITECH Act of the American Recovery and Reinvestment Act of 2009 (Title XIII, Subtitle D of P.L. 111-5), enacted February 17, 2009 (to be codified at 42 USC § 17921 et seq.).
- (e) Individual shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- (f) Protected Health Information shall have the same meaning as the term "Protected Health Information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (g) Selling Partner means Producer, Broker Dealer or Agency, as applicable, which is party to and identified in the current Selling Partner Agreement with the Company.
- (h) Selling Partner Agreement means, but is not limited to, the current Agent contract or Broker contract between Selling Partner and the Company.

Obligations and Activities of Business Associate

- (a) Use or Disclosure of Protected Health Information - Business Associate agrees not to use or disclose Protected Health Information, other than as permitted or required by the Agreement or as Required By Law.
- (b) Safeguards - Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) Duty to Mitigate - Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Duty to Report Violations - Business Associate agrees to report to Covered Entity any internal or external use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including, where there is a breach of Protected Health Information, the identities of any individual whose Protected Health Information was breached.
- (e) Agents - Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Access to Secretary - Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of Health and Human Services and the Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule within 10 business days after the Business Associate's receipt of such request.

- (g) Access to Individuals - Business Associate agrees to provide Individuals with access to their Protected Health Information, as held in a Designated Record Set by Business Associate, in order to meet the requirements under 45 CFR 164.524. Within 10 business days after the Business Associate's receipt of such request, Business Associate shall (i) notify Covered Entity that the access request was received and (ii) provide such access to the Individual.
- (h) Amendment of Protected Health Information - Business Associate agrees to make any amendment(s) to Protected Health Information it holds in a Designated Record Set, as directed by the Covered Entity pursuant to 45 CFR 164.526. Within 10 business days after the Business Associate's receipt of such request, Business Associate shall (i) notify Covered Entity that the amendment request was received and (ii) process the amendment request.
- (i) Accounting of Disclosures - Business Associate agrees to document and provide a description of any disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Business Associate agrees to provide such information to Covered Entity, or to an Individual at the direction of the Covered Entity, in order for Covered Entity to comply with the accounting requirements in 45 CFR 164.528. Except as provided for in this Agreement, in the event Business Associate receives an access, amendment, accounting of disclosure or other similar request directly from an Individual, Business Associate will redirect the Individual to the Covered Entity within 10 business days after the Business Associate's receipt of such request.
- (j) Covered Entity's Right to Restrict - Business Associate agrees to comply, upon communication by Covered Entity, with any restrictions to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522.
- (k) HIPAA Security Standards - Business Associate agrees to comply with the HIPAA Security Rule, with respect to any Electronic Protected Health Information, as defined in the HIPAA Security Rule, that Business Associate holds on behalf of the Covered Entity.
1. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required in the HIPAA Security Rule.
 2. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect such information.
 3. Business Associate agrees to report to Covered Entity, within three (3) days after discovery, any security incident under the HIPAA Security Rule of which it becomes aware, including the identities of any individual whose Electronic Protected Health Information was Breached.
- (l) Responsibilities If Security Breach. Business Associate shall notify Covered Entity immediately if there is a breach by either Business Associate or one of its agents of unsecured Protected Health Information, as defined in, and consistent with, the HITECH Act and any regulations or guidance issued thereunder, including 45 CFR Part 164, Subpart D. Such notification shall:
1. Be made via email to the Corporate Privacy Office at privacy@lfg.com.
 2. Be made within three (3) days after discovery.
 3. Include the names of the Individuals whose information was breached, the circumstances surrounding the breach, the date of the breach and date of discovery, the information breached, any steps the Individuals should take to protect themselves, the steps Business Associate (or its agent) is taking to investigate the breach, mitigate losses, and protect against future breaches, and a contact person for more information.

If requested by Covered Entity, Business Associate shall notify, at its own cost, the Individuals involved, or the media or the US Department of Health and Human Services, as applicable, in accordance with the HITECH Act, and regulations or guidance issued thereunder, including 45 CFR Part 164, Subpart D, provided that Covered Entity shall approve the content of any notification in advance. If requested by Covered Entity, Business Associate shall reimburse Covered Entity for any costs associated with Covered Entity making such notification. For purposes of this provision, Business Associate is considered an independent contractor of Covered Entity.

- (m) Compliance with Laws and Regulations. The HITECH Act requires federal agencies to establish rules and regulations regarding the privacy and security of Protected Health Information. Business Associate will ensure that its privacy and security procedures are compliant with the HITECH Act and any rules and regulations issued thereunder with respect to Covered Entity's Protected Health Information. The parties agree to amend this Agreement to comply with applicable requirements of the HITECH Act, where necessary.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Agreement, Business Associate may use or disclose the minimum necessary amount of Protected Health Information to perform its services to Covered Entity and otherwise meet its obligations under this Agreement, if such use or disclosure would not violate the Privacy Rule if done by Covered Entity. All other uses or disclosures by Business Associate not authorized by this Agreement or by specific instruction of Covered Entity are prohibited.

Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B).

Amendment

The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule or Security Rule the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 and the HITECH Act of the American Recovery and Reinvestment Act of 2009 (Title XIII, Subtitle D of P.L. 111-5).

Term and Termination

- (a) Term. Upon termination of the Selling Partner Agreement and this Agreement, Business Associate will destroy or return to Covered Entity any Protected Health Information it holds in any form. This provision also applies to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the Protected Health Information. If Business Associate reasonably can show that it is infeasible to return or destroy Protected Health Information, and the Covered Entity agrees, Business Associate must extend the protections under this Agreement to such Protected Health Information and only may further use or disclose such information for those purposes that make the return or destruction infeasible.
- (b) Termination for Cause. Upon Covered Entity’s knowledge of a material breach of this Agreement by Business Associate, Covered Entity is authorized to terminate this Agreement and the Selling Partner Agreement.
- (c) Survival. The rights and obligations of Business Associate under this Agreement will survive the termination of this Agreement.

The Lincoln National Life Insurance Company

By: _____
 Title: _____
 Date: _____

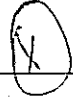
Lincoln Life & Annuity Company of New York

By: _____
 Title: _____
 Date: _____

PLEASE ONLY SIGN AS PRODUCER OR FIRM

(Producer)

Tax Identification Number: _____

By:  _____
 Signature

Printed Name: _____

Title: _____

Date: _____

(Firm)

Tax Identification Number: _____

By: _____
 Signature

Printed Name: _____

Title: _____

Date: _____