

## AGENT APPOINTMENT REQUEST

I would like to represent the Company indicated above as a (Check One):

☐ Managing General Agent      ☐ General Agent      ☐ Writing Agent      ☒ Licensee

Is your business a (Check One):

☐ Partnership      ☐ Corporation      ☐ Sole Proprietorship      ☐ LLC

NPN#

Is the agent/agency operating in or as part of a call center?

☐ Yes      ☐ No

Products for which appointment sought:

☐ Life      ☒ Annuity

Please list each state in which you seek appointment (attach copies of current licenses):

## INDIVIDUAL INFORMATION (FOR INDIVIDUAL APPLICANTS)

Last      First      Middle

Home Address      City      State      Zip      NPN

Social Security Number      Date of Birth      Telephone Number      Mobile Number      Gender

Please provide previous address if you have moved within the last 5 years.

Do you do business under any other name? If Yes, please provide.

Business Address      City      State      Zip

Email Address      Telephone Number      Fax Number

## CORPORATE AGENT INFORMATION (FOR BUSINESS ENTITY APPLICANTS)

Name of Corporation as it appears on License      Organization Date of Entity

Address      City      State      Zip

Tax ID Number      Telephone Number      Fax Number

Is business entity licensed with any other life or health insurance company? If Yes, please give name of company.

**FINANCIAL SUPPORT/INVESTOR INFORMATION (ALL APPLICANTS)**

Is another individual or entity providing financial support to or serving as an investor in your business? If yes, please provide name(s) and address below.

**FOR CORPORATE AGENTS, PRINCIPAL(S) WHO WILL BE WRITING UNDER AGENCY CONTRACT**

Name: Last First MI

Home Address City State Zip

Title Social Security Number NPN Date of Birth

Name: Last First MI

Home Address City State Zip

Title Social Security Number NPN Date of Birth

**BACKGROUND INFORMATION REQUIRED FROM ALL AGENT/AGENCY APPLICANTS**

Are you currently covered under an Errors & Omissions Insurance policy? ..... ☐ Yes ☐ No

Please attach a copy of your current E&O certificate showing the insured, dates of coverage, and coverage limits.

Please respond to all questions for you personally and any organization over which you have exercised control.

☐ Yes ☐ No Have you ever had an insurance license denied, suspended, or revoked by a state insurance department or been the subject of any disciplinary or administrative action, or fined or penalized, or are any such proceedings pending with any state insurance regulatory authority?

☐ Yes ☐ No Are there any suits, judgments or liens currently outstanding against you?

☐ Yes ☐ No Have you declared or been adjudicated bankrupt, either personally or in business?

☐ Yes ☐ No Are you in debt to any insurance company?

☐ Yes ☐ No Have you ever been charged with, convicted of, or pled guilty or no contest to a felony or misdemeanor or is any such proceeding pending?

☐ Yes ☐ No Has any previous contract between you and any of the Prosperity Life Group affiliated companies ever been terminated other than for lack of productivity?

☐ Yes ☐ No Have you ever been involuntarily terminated or permitted to resign from an agent, producer or representative contract or appointment with any insurance or other financial services company other than for lack of production?

☐ Yes ☐ No Have you been the subject of a consumer-initiated complaint within the past five years or has any formal complaint been filed with a state insurance department arising out of your activities?

☐ Yes ☐ No Have you ever had a claim filed against your professional liability or errors and omission insurance coverage? Has any E&O carrier denied, paid claims on, or canceled your coverage?

Please explain any "Yes" answers (attach additional sheet, if needed):

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## CERTIFICATION AND AUTHORIZATION

I acknowledge that Prosperity Life Group and/or its affiliates may obtain consumer reports and conduct investigative reports and background investigations on me or this agency for licensing purposes, initial and renewal state appointments, and at any other times it, at its discretion, deems necessary and I hereby authorize the same. I acknowledge that I have received, and read the "Consumer Report Disclosure" and consent and authorize Prosperity Life Group and its affiliates to (1) obtain additional background information as it deems necessary, through independent investigation, or through a consumer reporting agency's (including but not limited to the agency identified in the "Consumer Report Disclosure") report (collectively "background reports"); and (2) to share the information contained in this application or any other information that may be obtained, including background reports, with its affiliates for the purpose of establishing my eligibility and/or continuing eligibility for appointment as well as any other disclosure allowed by law. I further authorize my employers and other insurance companies I am or have been appointed with to release any and all information that they may have about me to Prosperity Life Group and/or its affiliates and release any such parties from all liability that may result from furnishing this information.

I further understand that:

- No right to commission or other compensation shall arise until I have been appointed.
- I can solicit business only in states where I am licensed and appointed.
- I will not solicit business in states that prohibit solicitation prior to my appointment.
- It is my responsibility to immediately notify the agency contracting department if I am convicted of or plead guilty or no contest to any felony at any time.

I certify under penalty of perjury, that I have reviewed this application and all answers and responses to questions and inquiries contained in this application are true, correct and complete to the best of my knowledge. I acknowledge that this application will form a part of any contract with any of the following companies within the Prosperity Life Group: SBLI USA Life Insurance Company, Inc., SUSA Life Insurance Company, Inc. or Shenandoah Life Insurance Company. I further understand that if any information provided in this application is found to be incorrect or incomplete, it may be grounds for rejecting this application or for termination of my contract for cause.

X \_\_\_\_\_  
Print Name

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Complete where applicable:*

The MGA or direct upline accepts all responsibility for the applicant Agent and sponsors him as an Agent for the Company.

NestEgg Builders Corp  
\_\_\_\_\_  
MGA or Direct Upline Printed Name - Corporate Name if Business Entity

X \_\_\_\_\_  
Signature of MGA or Direct Upline - Authorized Officer if Business Entity

\_\_\_\_\_  
Date

**METHOD OF COMMISSION PAYMENT**☐ Check☐ EFT**FREQUENCY OF COMMISSION PAYMENT (GENERAL AGENT USE ONLY)**☐ Daily (EFT only)☐ Weekly (EFT only)☐ Semi-Monthly☐ Monthly**AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT TO SAVINGS OR CHECKING ACCOUNT**

I (we) hereby authorize the Company to deposit my (our) commission payment with the Financial Institution identified below ("Bank") and the Bank to credit the same to my (our) account as described below. In the event that the Company notifies the Bank that funds to which I (we) am not entitled have been deposited to my (our) account in error, I (we) authorize the Bank to return said funds to the Company upon request, and agree to hold the Company harmless from any and all liability in connection therewith. The Company will process chargebacks of commissions within its commission system.

|                             |                                                                                         |       |     |
|-----------------------------|-----------------------------------------------------------------------------------------|-------|-----|
| General Agency/Agent Number | Payee Name (Please Print)                                                               |       |     |
| Bank Name                   |                                                                                         |       |     |
| Bank Address                | City                                                                                    | State | Zip |
| Bank Account Number         | ABA Transit/Routing Number (lower left corner of your check)                            |       |     |
| Bank Phone Number           | Bank Account Type<br><input type="checkbox"/> Checking <input type="checkbox"/> Savings |       |     |

This authorization will remain in force until written notification from me (or either of us) of its termination has been received by the agency contracting department in such time and in such manner as to afford the company and/or the Bank a reasonable opportunity to act on it.

**X**

Payee's Signature

Date

Print Payee Name

General Agency Name

**CONSUMER REPORT DISCLOSURE (KEEP FOR YOUR RECORDS)**

The Company or its affiliates may obtain one or more consumer reports or investigative consumer reports (or both) about you for purposes of contract, appointment, and termination. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with sources such as your neighbors, friends, supervisors, or associates. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history, or other background checks. Further, you understand that information may be requested from various Federal, State, County and other agencies that maintain records concerning your past activities relating to your driving, criminal, civil, education, credit, and other experiences.

You have the right, upon written request, to request whether a consumer report has been conducted about you, disclosure of the nature and scope of any investigative consumer report, and to request a copy of your report. If information was obtained by interview, you have the right to obtain a complete and accurate disclosure of the scope and nature of the interview(s). Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for appointment is an investigation into your employment and/or education history. The scope of this notice and authorization is all-encompassing, however, allowing the Company to obtain consumer reports and investigative consumer reports now and throughout the course of your appointment to the extent permitted by law, unless you otherwise revoke your consent by providing written notification to Company. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

The consumer and/or investigative consumer report(s) will be obtained by:

Benchmark Administration, Inc., 115 Sawtooth Oak St, Hot Springs, AR 71901, (501) 781-2122.

Benchmark Administration's information and privacy policy can be found at [insuranceadmin.com](http://insuranceadmin.com).

## CONSUMER REPORT AUTHORIZATION (SIGN AND RETURN)

Authorization: By signing below, you authorize: (a) Benchmark Administration, Inc. ("Benchmark Administration") to request information about you from any public or private information source; (b) anyone to provide information about you to Benchmark Administration; (c) Benchmark Administration to provide member companies of The Prosperity Life Group (the "Company(ies)") 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. Benchmark Administration 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, or producer with us.

You grant explicit and voluntary consent to Prosperity Life Group and its authorized representatives to conduct a credit check as part of the process of evaluating your eligibility for commission advances. You understand that commission advances are provided by Prosperity Life Group as a financial benefit to its agents, and a credit check is a standard procedure to assess your financial stability and ability to repay commission advances.

You understand that you are providing "written instructions" to Benchmark Administration under the Fair Credit Reporting Act, authorizing Benchmark Administration to obtain information from your personal credit profile. You authorize Benchmark Administration to obtain such information solely to prequalify you for eligibility to receive commission advances.

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

|                                        |        |                |
|----------------------------------------|--------|----------------|
| Printed Name: Last                     | First  | Middle         |
| Other Names Used                       |        |                |
| Current Address<br>From Mo/Yr to Mo/Yr | Street | City State Zip |
| Former Address<br>From Mo/Yr to Mo/Yr  | Street | City State Zip |
| Former Address<br>From Mo/Yr to Mo/Yr  | Street | City State Zip |

Some government agencies and other information sources require the following information when checking for records. Benchmark Administration will not use it for any other purposes.

|                                   |                               |
|-----------------------------------|-------------------------------|
| Date of Birth                     | Social Security Number        |
| Driver's License Number and State | Name as it appears on license |

**Report Copy:** If you are a resident of California, Minnesota, or Oklahoma, you may request a copy of the report by checking this box: ☐

X

Signature

Date

**TELEMARKETING COMPLIANCE AGREEMENT**

This TeleMarketing Compliance Agreement ("**Agreement**") is entered into between the undersigned ("**You**") and the Company. The purpose of this Agreement is to establish understandings regarding compliance with laws and regulations applicable to telemarketing. This Agreement shall supersede any previous Telemarketing Compliance Agreement signed by You.

1. In consideration of being permitted to solicit, or to continue to solicit, applications for the Company's products, You warrant that You will fully comply with all applicable state, federal and international laws and regulations, now or hereafter existing regarding (1) Do-Not-Call ("**DNC**") list prohibitions, (2) telemarketer licensing and bonding requirements, (3) consumer cancellation rights, (4) mandatory disclosures, (5) cell phone calling restrictions, and (6) autodialer and pre-recorded message restrictions, including, but not limited to, the FTC's Telemarketing Sales Rule ("**TSR**"), the FCC's Telephone Consumer Protection Act ("**TCPA**"), and the Truth in Caller ID Act (collectively, "**the TeleMarketing Laws**").
2. You warrant that, if You engage in any telemarketing activities that could directly or indirectly result in solicitation of Company's products, You will be in compliance with the Telemarketing Laws, including, without limitation, as applicable: (1) establishing and implementing written procedures to comply with DNC restrictions; (2) training personnel, and any entity assisting in compliance, on the written procedures; (3) monitoring and enforcing compliance with the written procedures; (4) maintaining an entity-specific DNC/opt-out list; and (5) using a process to prevent telemarketing calls to numbers on the national and entity-specific internal DNC lists.
3. You further agree to be strictly responsible for compliance with this Agreement by any employee, contractor, or subagent working in Your call center (if applicable) or whom You otherwise control ("**Representative**"), including third-parties You use in generating sales leads ("**Lead Generator**"). It shall be no defense to the obligations undertaken and representations made in this Agreement that a third-party made the outgoing call.
4. Upon written request, you agree to promptly provide the Company with copies of any documents, data, or other information related to Your compliance with the TeleMarketing Laws, including Your written policies, training materials, do-not-call/opt-out lists, call records, complaints and responses thereto. You further agree to provide the Company with reasonable assistance in any investigation into alleged violations of the TeleMarketing Laws by You, Your Representatives, or Your Lead Generators.
5. In addition to the indemnification obligations set forth in any agent or licensee agreement between You and the Company ("**Agent Contract**"), You agree to indemnify, defend and hold harmless the Company and its affiliates, including its and their directors, officers, employees, contractors, consultants and agents (each an "**Indemnified Party**"), from and against any and all fines, costs, expenses, losses, settlements, judgments and fees, including reasonable attorney's fees, court costs and expenses, arising out of a demand, claim or suit alleging any violation by You, Your Representative or Your Lead Generator of the Telemarketing Laws, or alleging facts that would constitute a breach of Your warranties or obligations contained herein ("**Claim**"). The Company shall be entitled to defend any such Claim itself (on its own behalf or on behalf of any Indemnified Party) or to tender it to You, at its sole discretion. If such tender is made, Company nevertheless is entitled, at its sole discretion, to hire its own defense counsel, present whatever defenses it deems appropriate, and independently settle any Claim as against the Indemnified Parties. You will indemnify and hold harmless the Indemnified Parties as to any such separate defense costs and expenses and the amount of any such resolution. If the matter is tendered to you, Company will: (i) promptly notify You of the Claim, (ii) provide You with reasonable information, assistance and cooperation in defending the Claim, and (iii) have the right to approve any offer or settlement, which shall not be unreasonably withheld. Your obligation to indemnify provided herein will continue whether or not the defense of any such matter is tendered to You and will survive termination of any Agent Contract.
6. This Agreement may stand alone and is not dependent on the Company accepting a pending request for contracting and appointment by You. Once an Agent Contract between You and the Company is effective, this Agreement shall be considered an addendum to and part of such Agent Contract. In the event of inconsistencies between this Agreement and the Agent Contract, the provisions of this Agreement shall apply. An electronic signature will be accepted as valid.

By Your authorized signature below, You agree to the terms of this Agreement.

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

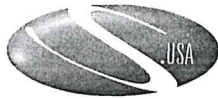
Date: \_\_\_\_\_

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

**If Business Entity/Agency, please also include:**

Business Name: \_\_\_\_\_

Authorized Signor Title: \_\_\_\_\_



# **S.USA LIFE INSURANCE COMPANY, INC.**

## **LICENSEE CONTRACT**

### **PARTIES TO THE CONTRACT**

This contract is made and entered into between S.USA Life Insurance Company, Inc. hereafter referred to as "Company"; and the party or parties indicated on the signature page, hereafter referred to as "Licensee." Company and Licensee recognize and agree that Licensee is acting as a subagent of the Managing General Agent, General Agent, Agent or other entity contracted with Company, identified on the signature page and referred to hereafter as "Agent."

### **BUSINESS RELATIONSHIP**

It is the intention of the Company to establish and develop a long term relationship with the Licensee through the Agent. The Company recognizes that in order for this relationship to last, there are certain underlying business practices which must be consistent as to the Company and the Licensee. Along with compliance with all statutory laws, rules, and regulations to which the parties are subject, both the Company and Licensee must share the desire to provide value, as well as fair and honest service to the policyholder or contract owner and each other. The Company hereby appoints the Licensee to solicit applications for such policies or annuity contracts as are issued by the Company wherever it is duly licensed subject to the following mutually agreed upon terms and conditions.

### **I. RESPONSIBILITIES OF THE LICENSEE**

The Licensee agrees to:

- A. Carry out the purposes of this contract only when and where proper licensing has been obtained.
- B. Treat any money received or collected for the Company as property held in trust, and promptly remit such money to Company at its designated location.
- C. Adhere to the Company's requirements for the collection of any contributions or premium paid upon application for the Company's products.
- D. Comply with the underwriting and issue requirements of the Company.
- E. Inform the Company of any and all facts of which the Licensee is aware or becomes aware, relating to: a) any of the Company's products applied for or issued to a policyholder or contract owner, and b) the health of any proposed applicant.
- F. Carry such Errors and Omissions insurance coverage as the Company may require.
- G. Be aware of and comply with all applicable laws, rules, and regulations, including state insurance laws and all Company guidelines including but not limited to those relating to any required continuing education to sell Company's products, standard of care requirements (e.g., suitability, best interest), contract and policy application, disclosures, replacements and policy delivery.
- H. Collect and submit to the Company all information relevant to any applicable standard of care determination for each contract or policy sold as determined by and in the manner and formal required by the Company
- I. Prior to soliciting business from customers, be familiar with the provisions of all the Company's annuity contracts and insurance policies which Licensee is authorized to sell and attend the Company's training sessions as required by the Company.
- J. Strictly observe all Company rules, regulations, policies, procedures and requirements as well as any and all applicable legal requirements of the state or states in which Licensee is authorized to solicit business. Company rules, regulations, policies, procedures and requirements will be available to Licensee on the Company website.

- K. Keep regular and accurate records of all transactions related to this contract for a period of at least seven years from the date of such transactions, or longer if required by federal or state law or regulation. Company shall have the right, during normal business hours, to inspect, audit, and make copies from the books and records of Licensee for the purpose of verifying Licensee's compliance with the provisions of this contract.
- L. Promote and safeguard the best interests of the Company; fairly, truthfully, and properly represent the Company and its products and services; and faithfully perform, in an ethical and professional manner, all the duties within the scope of the appointment under this contract.

## **II. LIMITATION OF AUTHORITY**

The Licensee has no authority and specifically agrees not to:

- A. Bind the Company to any promise or agreement; incur any debt, expense or liability whatsoever in the Company's name or for its account; or receive any money due or to become due the Company, except the initial premium on applications or policies, subject to the Company's requirements for the acceptance of such money.
- B. Deliver any policy or allow delivery of any policy: (1) until the initial premium required by the Company has been paid in full or (2) more than 30 days after issuance of the policy. The Licensee shall ask the policyholder if the policyholder is in the same condition as to health, habits, occupation and other facts as represented in the application for the policy. If the policyholder indicates that a change has occurred in any of the above areas, the policy shall not be delivered, and the Company shall be informed of such change.
- C. Make, modify, or change any insurance contract, or bind the Company by making any promises respecting any insurance contract except when authorized in writing to do so by the President or a Vice President of the Company.
- D. Use or permit to be used, any material, supplies, advertising or other printed matter mentioning the Company by name or relating to any of its products without the Company's prior written approval, except those provided by the Company.

## **III. COMPLIANCE / MARKET CONDUCT**

Notwithstanding the Parties' respective duties set forth in Section I:

- A. The Licensee specifically agrees that he or she will comply with all Company regulations regarding the use of illustrations. Further, the Licensee agrees to use only complete illustrations which have been provided by the Company or generated on software provided by the Company to market the Company's products. The Licensee agrees to use only the most current version of the illustration software and accompanying instructions which have been provided by the Company.
- B. The Licensee agrees that he or she will allow the Company to review all sales programs, techniques, and methods, including all material shown to or provided to an applicant or client, which are used in the solicitation or servicing of the products produced by the Company.
- C. Licensee agrees not to represent himself or herself as holding any professional or trade certification that implies expertise in financial matters relating specifically to persons age 65 or older, including but not limited to "certified senior advisor," until and unless Licensee provides Company with complete information regarding the nature of such certification and Company approves in writing the use of such certification in connection with the sale of Company's products.
- D. In connection with any applicable law, including standard of care requirements, Licensee agrees to comply with the requirements thereunder, as determined by the Company, and to cooperate with the Company in fulfilling its obligations.

## **IV. COMPLAINTS, ADMINISTRATIVE PROCEEDINGS AND LITIGATION**

- A. Licensee agrees to notify the Company promptly upon receipt of any oral or written communication from an applicant, policyholder, contract owner, or other individual, or any state or federal regulatory agency setting forth a complaint relating to the Company policies or contracts sold by the Licensee or the Licensee's conduct in the solicitation, sale and servicing of Company's policies or contracts. Licensee further agrees to promptly notify Company and provide copies of any judicial proceedings including but not limited to summons, complaints or other court documents relating to legal action involving any such policies or contracts. Licensee also agrees to notify Company of any state or federal regulatory action relating to the Licensee's licenses or other authority relating to the Licensee's solicitation, sale or servicing of Company's policies or contracts.

- B. The Company agrees to notify Licensee of any oral or written communication from an applicant, policyholder, or individual or any state or federal regulatory action relating to the Company policies or contracts sold by the Licensee or the Licensee's conduct in the solicitation, sale and servicing of the Company's policies or contracts, unless Company is precluded from doing so by state or federal law, regulation or rule or any order of any official of any state or federal agency or by the request of the complainant.
- C. The Licensee will fully cooperate with the Company in the investigation of any such inquiry or complaint, which shall include but not be limited to the preparation of a written response addressing the issues raised as well as providing Company with a copy of any and documentation (including marketing materials) related to the solicitation or servicing of the Company's products.
- D. The Company shall have the sole right to determine the ultimate resolution, including settlement, of any such complaint, administrative, regulatory or judicial proceeding. Any such determination by the Company shall be binding on the Licensee. If the complaint or proceeding involves allegations of agent misconduct or omissions, any amounts paid by the Company shall be immediately due and payable from the Licensee.

## **V. COMPENSATION**

The Licensee will be compensated by the Agent according to the agreement between those parties. It is understood and agreed that the Company has no obligation to Licensee for commissions or any form of compensation whatsoever in connection with the Licensee's solicitation of applications for insurance policies or contracts issued by the Company.

## **VI. GENERAL PROVISIONS**

- A. No assignment of this contract or any rights under this contract shall be binding on the Company.
- B. The Licensee shall not have exclusive rights of distribution for any product issued by the Company or for any geographic territory.
- C. The Licensee is an independent business person and shall be free to exercise independent judgment as to the time and place of performing all acts under this contract. The Licensee shall be free to represent other insurance companies as the Licensee sees fit. Nothing in this contract shall be construed to cause the Licensee to be an employee of the Company.
- D. The failure of the Company to enforce any of the provisions of this contract shall not constitute a waiver by the Company of any such or other provisions of the contract.
- E. This contract will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to its conflict of laws principles and rules. With respect to any action, suit or other proceeding between Licensee and the Company, both agree to submit to the jurisdiction of The United States District Court of the Western District of Virginia or, if such court will not accept jurisdiction, any court of competent civil jurisdiction sitting in the city or county of Roanoke, Virginia.
- F. This contract and other written documents executed by the parties hereto, including any addendum attached hereto or added at a later date, contain the entire agreement between the parties and there are no verbal representations, warranties, or agreements of any kind whatsoever. This contract supersedes and replaces any and all other agreements between Licensee and the Company relating to the same matters. However, all financial obligations of the Parties to each other under any such prior agreement(s), including debit balances, other debts, liens, rights to offset, and the obligation to pay commissions, still exist and will be combined and merged with similar obligations under this contract.
- G. This contract may be executed in one (1) or more counterparts each of which shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. This contract may also be executed via facsimile or e-mail, and facsimile and e-mail signatures shall be treated as originals for all purposes.

## VII. CONFIDENTIAL INFORMATION AND PRIVACY OBLIGATIONS

- A. Licensee agrees to use Confidential Information (defined below) solely for the purposes of this contract and not to disclose such Confidential Information to any third party in any form without the prior written consent of Company, or as may be allowed by applicable law. Licensee will advise and cause its respective employees, directors, officers, accountants, attorneys, agents, and representatives (collectively "Representatives") who will have access to Confidential Information not to use or disclose any Confidential Information for any purpose other than for the purposes set forth in this contract, or as required by law, and any such use or disclosure shall be at all times and in all events on the terms of and in compliance with the restrictions of this contract.

"Confidential Information" includes all information and data provided by Company to Licensee, or acquired or used by Licensee pursuant to this contract, including Company's business and proprietary information, actual or potential customers, customer lists, strategic alliances, plans, reports, analyses, studies, models, sales data, marketing materials (including, without limitation, illustrations, disclosures and consumer advertising), or any other work, knowledge, know-how, trade secret or business information of Company or its respective affiliates, any information relative to any products, business procedures, coverage, or underwriting rates or pricing. "Confidential Information" also includes all records, files, input materials, reports, books or records, forms and other data or information, whether in written, electronic, or oral form, received, collected, processed, used or stored by, or provided to, Licensee, pursuant to this contract, including, without limitation, customer, applicant, contract or policy owner information, such as names, addresses, e-mail addresses, account numbers, and financial and health information. Confidential Information does not include information: (i) generally available to the public at any time other than by breach of the confidentiality provisions of this contract; or (ii) information independently developed by Licensee or Agent for which Licensee is a subagent.

- B. In the event that Licensee becomes legally compelled to disclose any of the Confidential Information or take any other action prohibited by this contract, Licensee will provide Company with prompt written notice for the purpose of enabling Company to seek a protective order or other appropriate remedy, or waive compliance with the provisions of this contract. In the event that such protective order or other remedy is not obtained within the time required to provide the Confidential Information, or if no such time period is specified, within thirty (30) days of such written notice to Company, Licensee so legally compelled will furnish only that portion of the Confidential Information or take only such action which is, in the opinion of Licensee's counsel, legally required, and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to any Confidential Information so furnished.
- C. Licensee shall maintain security procedures to protect against improper disclosure or use of Confidential Information, and shall comply in full with the privacy and security requirements of the Gramm-Leach-Bliley Act ("GLBA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as may be applicable, and any rules and regulations promulgated thereunder. To the extent that any applicable state or regulatory authority's requirements are more stringent than GLBA or HIPAA, Licensee's use and/or disclosure of Confidential Information shall be in accordance with such requirements. Except to the extent otherwise required or specifically permitted by law, Licensee's use and/or disclosure of Confidential Information shall be limited solely to the purposes for which such information is disclosed to Licensee to perform its obligations under this contract.
- D. Licensee shall maintain appropriate administrative, technical and physical safeguards to assure that Confidential Information is not used or disclosed other than as provided by this contract or as allowed by law. Licensee expressly warrants that all Licensee personnel with access to the Confidential Information: (A) will be advised of, and appropriately trained regarding the confidentiality and privacy obligations required under this contract and by law; and (B) will comply in all respects with such obligations.
- E. Licensee agrees to report to Company in writing within forty-eight (48) hours of discovering the same, any use or disclosure of Confidential Information not provided for in this contract or for a purpose not expressly permitted by law. To the extent such unauthorized use or disclosure occurs, Licensee agrees to immediately mitigate, to the greatest extent possible, any harmful effect thereof.

- F. Licensee agrees that it will abide by the limitations of Company and its affiliates' current privacy policies as published by Company and its affiliates and as reasonably communicated to Licensee from time to time.
- G. Licensee's obligations under this Confidential Information and Privacy Obligations section shall continue after termination of this contract.

### **VIII. SOLE AND EXCLUSIVE PROPERTY**

- A. All reports, training materials, manuals and records, containing client, sales and or product information, illustration software, etc., are and shall remain the sole and exclusive property of the Company, subject to inspection and review by the Company at any and all times.
- B. Upon any termination of this contract, Licensee shall immediately deliver to Company all the previously furnished materials, supplies, advertising and any other printed matter which mentions the Company by name, our rate books, and all other such supplies connected with our business, excepting only those items which the Company shall specifically notify Licensee in writing, Licensee is then permitted to maintain for servicing purposes. The Licensee further understands and agrees that the Company has the right to terminate Licensee's right to access Company systems, including but not limited to agent portal.
- C. The Licensee further agrees not to take or copy any forms, policies, manuals, policyowner or contract owner lists, or other materials which are the property of the Company. The Licensee also agrees to return all licenses, money, policies, manuals, books, papers, sales materials, reports, records, forms, and all other property of the Company then in his charge and control.

### **IX. INDEMNIFICATION**

Licensee agrees to defend, indemnify and hold harmless the Company, its affiliates and their respective employees, officers, directors and shareholders from any and all claims, actions, liability, damages, expenses, and loss which arise from, result from, and/or relate to Licensee's real or alleged negligent or willful acts, or errors, omissions or breach of any provision of this Agreement and such acts, errors, omissions or breaches of any subagents or employees, in the performance of Licensee's duties under this Agreement. Claims, liability, or loss includes, but is not limited to, all costs, expenses, attorney fees and other legal fees, penalties, fines, direct or consequential damages, assessments, verdicts (including punitive damages to the extent permissible under the law of the state where any claim or suit is filed which seeks recovery of punitive damages against Company) and any other expense or expenditure incurred by Company. This indemnification will be in addition to any liability Licensee may otherwise have.

### **X. TERMINATION IN GENERAL**

- A. This contract, including any and all riders, supplements, schedules, amendments, or endorsements to the contract, along with any appointment of the Licensee by the Company, may be terminated 30 days after written notice is provided by the Company or the Licensee to the other, in person or to the last known address of the party to be notified.
- B. This contract, including any and all riders, supplements, schedules, amendments or endorsements to the contract, along with any appointment of the Licensee by the Company, will terminate immediately upon: (1) the termination of the contract with the Agent; (2) the death of the Licensee; or (3) Licensee's necessary license being revoked, suspended or not renewed.
- C. Any terms of this contract which by their nature extend beyond its termination shall remain in effect until fulfilled.

### **XI. TERMINATION FOR CAUSE**

- A. The Company, at its option, may terminate this contract at any time immediately upon written notice and **for cause** if the Licensee engages in any act of fraud, misappropriation or mishandling of funds, or any other misconduct damaging to the Company, violates any of the terms of this contract, fails to pay a debit balance on demand, violates any state insurance law or regulation, fails to act in accordance with any other regulatory requirements necessary to allow the Company to conduct business in its normal course (as determined by the Company) or misrepresents Company's products or its financial condition.
- B. Further, the Company, at its option, immediately upon written notice, may terminate this contract **for cause**, if Licensee engages in business practices which (a) induce or encourage any policyholder of the Company to surrender or cancel his or her policy or contract or allow the same to lapse when doing so would violate any applicable standard of care obligation, or (b) induce representatives to discontinue their contracts or appointments with the Company.



## ASSIGNMENT OF COMMISSIONS

### 1. ASSIGNMENT

For value received, receipt of which is acknowledged, \_\_\_\_\_ (Assignor),  
with offices at \_\_\_\_\_, does hereby assign to  
NestEgg Builders (Assignee), with offices at  
2424 Rt 562 Hopewell Jct NJ 08333, all of his/its right, title and interest in  
and to all first-year and renewal commissions, service fees, bonuses, overrides and all other compensation now due or to  
become due under the terms of a contract made by him/it with S.USA Life Insurance Company, dated  
\_\_\_\_\_, 20\_\_\_\_.

### 2. AUTHORIZATION TO MAKE PAYMENT

Assignor authorizes S.USA Life Insurance Company to pay said compensation to Assignee subject to the right of S.USA Life Insurance Company to deduct from said payment any and all debts now owed or which become owed to it by Assignor. Assignor understands and agrees that this Assignment may be presented to S.USA Life Insurance Company at any time within one year of the date indicated below. If presented and approved within the time period, Assignor agrees that this Assignment shall remain in effect until revoked by the Assignee. Assignor agrees to indemnify, release, defend, and hold S.USA Life Insurance Company harmless by reason of these payments.

~~/~~ Dated \_\_\_\_\_, 20\_\_\_\_.

~~/~~ \_\_\_\_\_  
Witness (If an Individual)

~~/~~ \_\_\_\_\_  
Assignor (If an Individual)

Attest:

\_\_\_\_\_  
Secretary (If a Corporation)

\_\_\_\_\_  
Assignor (Corporation Name)

By: \_\_\_\_\_

Its: \_\_\_\_\_  
(Title of Officer)

**IMPORTANT NOTICE**  
For income tax purposes, all  
earnings will be reported to Assignor's  
Tax Identification Number (TIN)

**ACKNOWLEDGED BY**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

PLEASE PRINT OR TYPE

Licensee must complete Section A. Direct Upline Agent must complete Section B. All compensation will be paid to the Direct Upline Agent.

SECTION A

\_\_\_\_\_  
Individual Licensee Name (Print or Type)

\_\_\_\_\_  
Signature of Licensee

\_\_\_\_\_  
Social Security Number

SECTION B

Nest Egg Builders Corp  
Direct Upline Agent (Print or Type)  
(Individual Name or Business Entity Name)

Robert W Hock  
Name of Authorized Officer, if Business Entity  
(Print or Type)

I recommend and agree to the appoint of this individual  
as a Licensee under my Agreement with the Company

\_\_\_\_\_  
Name of Authorized Agent (Print or Type)

\_\_\_\_\_  
Authorized Signature of Agent

HOME OFFICE USE

Signature of S.USA Life Insurance Company Inc. Officer \_\_\_\_\_

This contract shall take effect on \_\_\_\_\_ and subsequent contract years shall begin  
with the anniversary of this date.

Agent Number \_\_\_\_\_