



Lincoln National Life

Licensing Checklist

Please complete the following contracting papers. Remember to sign in the required areas. The more complete the contract, the sooner it will be approved.

Agents Name: _____

Appointing Agent / Agency: _____

State(s) to be appointed in: _____
(Please include licenses)

Commission Level (if unknown, call MESSER 866-568-9649): _____

Writing Agent Checklist		MESSER Use
Complete and Sign MESSER Representative's Agreement		
Sign Disclosure and Agent Agreement		
Complete Professional Profile		
Attach all state licenses for appointment states		
Authorization for Direct Deposit		

Please Return by Mail or Fax
 MESSER Financial Group - Attn: Contracting
 4301 Morris Park Dr. Charlotte, NC 28227
 Secure Fax: 800-319-5332 Phone 866-568-9649

For Office Use Only		
Marketing Rep: _____	Date In: _____	Date Out: _____
<i>Notes:</i>		

Important Information – New EFT Requirement for Producers and Firms

Lincoln Producer Solutions will soon require all producers and firms (both new and existing) to elect the Electronic Funds Transfer (EFT) pay method for earned Life Insurance, *MoneyGuard®* and Fixed Annuity commissions in all channels for insurance issued by affiliates of Lincoln Financial Group (Lincoln). (Firms on DTCC are exempt from this requirement and Lincoln Financial Advisors should follow the existing EFT requirements.) In addition, the check method pay minimum will be changed to \$2,500 for all channels.

Beginning on **July 1, 2010** the following EFT requirements will be implemented:

1. Newly contracted producers are required to complete the EFT FASTCASH form as part of the Lincoln contracting packet.
2. Newly contracted managing firms, agencies and broker dealers are required to complete the EFT FASTCASH form as part of the Selling Agreement packet.

On **January 1, 2011**, all active and terminated producers and firms, currently receiving hard copy commission checks will be required to elect the EFT pay method and Lincoln's check pay minimum will be changed to \$2,500. To ensure set-up prior to year end, the attached FASTCASH EFT authorization form should be filled out and faxed/mailed (with a voided check attached) to Producer Solutions Distribution Compensation as directed on the form by October 31, 2010.

Upon election of FASTCASH, active producers and firms will be required to visit their approved Lincoln Web site to obtain their EFT commission statement (select *Conducting Business, Compensation* then *Commission Statements*). Hard-copy statements will continue to be mailed to terminated producers and firms due to web access restrictions.

If you have any questions, please send an email to LincolnEFT@lfg.com. This is a special email box that we have established to ensure that your EFT questions are handled in an expedited manner.

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)

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 Contractors.** 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

(l) 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 proscription 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 item has been approved in writing by Lincoln. While Lincoln stationary 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 to 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 not able 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: _____

- (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 Signee

Date

HOME OFFICE SECTION

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By: _____

Its: _____

Date: _____

LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK

By: _____

Its: _____

Date: _____

Don't have your business rejected or your compensation held!

We **VALUE** our relationship with you and our goal is to process new business you submit to us as quickly as possible.

In mid-September 2010 we automated the Life & Fixed Annuity licensing and appointment validation process for **Solicitation Date**. Validation automation for **Payment of Override Compensation**, **Education Requirements**, and **Client Resident State** will be implemented in 2011. We thought it would be beneficial to provide you with some tips to expedite the processing of your business and payments and to remind you of the Life and Fixed Annuity licensing and appointment validation regulatory requirements.

For smooth and timely processing and payment of your business, please submit your appointment paperwork and applications in a timely manner, recognizing the various solicitation date rules. Also, ensure your appropriate licenses, appointments and education requirements are in place in accordance with the various regulations.

The following are the current, point-in time, regulations, subject to change as defined by the states:

- Solicitation Date** (Implemented Sept 2010): In addition to the pre-appointment states/jurisdictions (PA, MT, GU, VI), there are 43 states/jurisdictions that regulate when a producer can sign an application with a client in relation to the appointment effective date.
 - AL, AK, CA, DC, IA, KS, MD, MO, ND, OH, TX, VA allow for solicitation of business **within 30 days** prior to the appointment effective date.
 - AR, CT, DE, GA, HI, ID, KY, ME, MA, MI, MN, MS, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PR, SC, SD, TN, UT, VT, WA, WV, WI, WY allow for solicitation of business **within 15 days** prior to the appointment effective date.
- Payment of Override Compensation**: There are 12 states/jurisdictions that require all levels in a Writing Producer's hierarchy and their Financial Owner (their commission payee) to be licensed in the state/jurisdiction in order to receive payment of overrides.
 - GA, LA, NM, VI, and WI** allow the effective date of the Upline's license (anybody in the Writing Producer's commission hierarchy) to be after the date the application was signed but upline compensation cannot be paid until the license is effective.
 - GU, KY, MT, PA, PR, SC & VA** require that the Upline's license (anybody in the Writing Producer's commission hierarchy) be effective **on or before the date the application was signed** in order to receive compensation. If the license is not present at time of solicitation, compensation will be redirected to a licensed entity.
- Education Requirements**: The following states have education requirements that must be met prior to soliciting Long-Term Care Products (in addition to the life and health care licensing requirements); Indexed Annuities; and Indexed UL.
 - Long -Term Care Products**: AL, AZ, AR, CA, CO, FL, ID, IL, IN, IA, LA, ME, MD, MI, MN, MT, NC, NE, NJ, NV (10/1/11), OH, OK, OR, PA (4/1/11) RI, SC, SD, TN, UT (residents only 5/10/11), VT, WA, WI, WV, WY. NC requires producers to hold the Medicare Supplement/LTC line of authority on their license.
 - Fixed Annuity, Indexed Annuity, Variable Annuity**:
 - The following states require completion of a state approved annuity course: CA, OK (residents only), TX (residents only).
 - The following states require completion of a state approved annuity course and a Lincoln product course: IA (1/1/11) requires completion of a state approved Annuity course in addition to the state approved Indexed Product course. CO (4/1/11), DC (6/24/11), ND (8/1/11), OH (7/1/11), OR (7/1/11), RI (6/1/11), SC (9/25/11), WI (5/1/11)
Please Note: AR has postponed the annuity training requirement (7/15/10) indefinitely.
 - The following state requires a Lincoln product course only: NY (6/30/11) – requires completion of the LNY NY course.
 - Indexed UL**: IA (specific Indexed Product course requirement)
- Client (Policy Owner) Resident State**: AK, WV, PR & VI require the writing producer to be licensed in the client's (policy owner's) resident state. Refer to Situs Guidelines for additional licensing information.

PLEASE NOTE: for **Solicitation Date**, **Education Requirements** and **Client Resident State**, if the producer fails validation, we will not be able to issue the business and a new signed and dated application will need to be submitted once producer complies with the appropriate regulations. For **Payment of Override Compensation**, depending on the specific state, override compensation will either be paid once the license is in place or will be redirected to a licensed entity, however, in all cases if the Writing Producer passes validation, the contract will be issued and the Writing Producer will be paid.

Thank you for your business!

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