



BC101006

# Hierarchy Compensation Authorization And Appointment Checklist

	HIERARCHY COMPENSATIO	N AUTHORIZ	ZATION	
Up-l	Lineís Name	Up-Li	ine Producer#	
New	Producer Name	New Produ	cer Compensation Level	
Ass	ign Commissions To	☐ Initial	☐ Hierarchy Change	
X				
	Authorized Up-Line Signature	Da	te	
X				
	Sales Managerís Signature	Da	te	
	APPOINTMENT CHE	CKLIST		
	PLEASE COMPLETE AND RETURN THIS PA	GE WITH YOUR	CONTRACT	
	come you to Sagicor Life Insurance Company! Checking on necessary to process your appointment in an expedient		elp to ensure that we have all the	
	Completed Hierarchy Compensation Authorization.			
			question, sign and date)	
	Please provide a copy of your current Errors & Omission	s policy declaratio	on page (required for appt).	
	Producer Contract. Signed and dated.			
	Signed Authorization to Obtain Consumer Reports.			
	Completed Request for Taxpayer Identification Number	e <b>r</b> form. Signed an	d dated	
	Copy of your license for your resident state. Copies of a WHICH YOU WILL BE PRODUCING. You must provide app			
	If commissions are being paid to your <b>Agency</b> or <b>agency/corporation license</b> for each state in which you			
	<b>Commissions</b> are paid via electronic fund transfer on th any daily commission transaction (settled new business Please complete the <b>direct deposit authorization</b> informanner.	s, renewals, earne	ed commission and bonuses).	
	Provider Name and Completion Date of the Anti-Money	Laundering traini	ing course (required for appt).	
	Please complete the Agency Profile so we may better	serve your busi	ness needs!	
Ma	ail to: Sagicor Life Insurance Company	Fax to: 866-	463-0397	

Licensing and Contracting
4010 W. Boy Scout Blvd., Suite 800

Questions? Call Agent Licensing at 1-888-724-4267

Tampa, FL 33607

4008 S4120810



LIFE INSURANCE COMPANY

# 4343 N. Scottsdale Rd., Suite 300 Scottsdale, Arizona 85251 888-724-4267



BC101002

# **Application for Appointment**

INDIVIDUAL PRODUCER/AGENCY F	RINCIPAL INFORMAT	ION			
Name:				□ ChFC □ 0 CF □ Other _	
Social Security Number:		Date of Birth	:		Sex:
Mailing Address:		City	S	State	Zip
Residence Address:		City	S	state	Zip
Business Phone: ( )	Fax: (	)	Cel	II: ( )	<del></del>
Residence Phone: ( )					
ADDRESS HISTORY (5 years, if neces	ssary use separate page)		_		
Street		City	State	Zip	# of Years
EMPLOYMENT HISTORY AND COM	PANIES REPRESENTII	NG (5 years, if neces	ssary use sep	arate page)	
Company	С	City	State	Phone #	# of Years
AGENCY/ENTITY INFORMATION (Cor agency/entity or (2) a principal)	mplete this section if eith		ose commiss	sions are to be	paid to
Agency/Entity Name (Attach a copy of Agen	cy/Entity License):				
Tax Identification Number:		vidual/Sole Propriet	or □ Par	tnership □	Corporation/LLC
Address:	City		State	Zip	
Business Phone: ( )	Fax: ( )		Cell: (	)	
Email Address:	We	ebsite Address:			
LICENSE INFORMATION					
	ident License Number:				
Non-Resident Appointment States (Atta- licenses and applicable appointment fees):	ch Non-Resident				
FLORIDA LICENSED PRODUCERS indicate County(s) in Florida you will be soliciting busi					
County(3) III I londa you will be solloully busi	1033.				



**Application for Appointment** 

S4120810

LIFE INSURANCE COMPANY

4004

	CKGROUND/PERSONAL HISTORY INFORMATION		_
sepa	<b>ORTANT:</b> Please read and answer the following questions. For each i <b>Yes</b> î answer, <b>provide a detailed ex</b> arate sheet of paper. The answers provided will be verified with a consumer reporting agency. If any information we has not been disclosed, this could be sufficient reason to close this application for appointment.		
1.	Have you ever been convicted of or plead guilty or no contest to any felony, misdemeanor or a violation of federal or state securities or investment related regulations?  (Sagicor Life Insurance Company prohibits appointment of an agent <b>convicted</b> of any felony)	□ Yes	□ No
2.	Are you currently under investigation by any legal or regulatory authority?	☐ Yes	□ No
3.	Do you now owe money to any life or health insurance company?	☐ Yes	□ No
4.	In the past ten years have you or a firm in which you were a partner, officer or Director been declared bankrupt or been party to a bankruptcy or receivership proceeding, or have you had a salary garnished or had liens or judgments against you?	□ Yes	□ No
5.	Has any insurance company or securities broker-dealer terminated your contract or permitted you to resign for reasons other than non-production?	□ Yes	□ No
6.	Have you ever been the subject of a consumer-initiated complaint or proceeding by any self- regulatory body or any securities commodities or insurance regulatory body or organization or employer?	☐ Yes	□ No
7.	Have you ever had a claim filed against your professional liability or errors and omissions insurance coverage?	☐ Yes	□ No
8.	Has any insurance department, government agency or self-regulatory authority ever denied, suspended, revoked, censured or barred your license or registration or disciplined you with fines or by restricting your activities?	□ Yes	□ No
9.	Have you ever been appointed with Sagicor Life Insurance Company or one of its affiliates?	☐ Yes	□ No
10.	Are you related to any Sagicor Employee?	☐ Yes	□ No
AN	TI-MONEY LAUNDERING TRAINING		
11.	Have you had any anti-money laundering training in the last 24 months?		
□ Ye	es I certify that within the last 24 months I have taken an anti-money laundering training course insurance company or an approved third party.	from an	other
	Date course taken: (DATE REQUIRED)  Course Provider: (NAME REQ	(UIRED)	
	I acknowledge a refresher anti-money laundering course will be required every two ye	ears.	
□ No	I understand that my appointment will not be approved until I complete training and provide date and Course Provider Name. (Note: Call Agent Licensing for training availability)	a comple	etion
	Sagicor requires you to maintain E&O coverage as a condition of your appointment. Please urrent E&O Policy Declaration Page with your completed application.	provide	а сору о
owled	y certify that the statements contained in this Appointment Application are true and correct dge and belief. I understand that any false statements on this Application may be considered as n of this Application, or for termination if such false statement is discovered subsequently.		
l ca l wi As	stand and agree that: In solicit business only in states where I am licensed and appointed with Sagicor Life Insurance Co II not solicit business in states that prohibit solicitation prior to my appointment. If a general rule, it is not acceptable to solicit applications anywhere other than the resident state of Il abide by all current written rules and regulations set forth by the Company.		cant.
gnatı	ure: Date		
_	Producer/Principal		
incipa	al Title:		

Page 2 of 3



# **Producer - Agency Profile**

LIFE INSURANCE COMPANY

Р	LEASE COMPLETE THIS VOLUNTA	ARY SURVEY TO HELP US I	BETTER SERVE YOUR BUSINESS NEEDS!
1.	How did you hear about Sagicor Life	e Insurance Company?	
2.	What was the primary reason you co	ontracted with Sagicor Life?	
3.	How long have you been in the insu	rance/financial services indus	stry?
4.	What companies are you currently re	epresenting?	
5.	What are your favorite life and annu	ity companies? Why?	
6.	Please show the percent of business	s income you or your agency	receive from:
	% Life	% Mutual Funds	% P & C
	% Annuities	% Health	% Other:
7.	Which life products generate produc	tion for you? Please show the	ue percentage.
	% Term	% U.L.	% Equity Indexed products
	% Whole Life	% V.U.L.	% Single Premium
8.	Which annuity products generate pro		
	% Fixed	% Variable	% Equity Index
9.	Does any company provide you with		☐ Yes ☐ No If so, what percentage?%
10.	How do you prospect for clients?  □ Seminars □ Client Dinner □ Purchase leads  Which companies assist you with pro-		Referrals 🗖 Company-provided leads
11.	Please indicate which agent or agen	ncy channel best describes yo	ou and your business:
	□ PPGA □ MGA	□ RGA □ IMO	☐ Broker Dealer ☐ Other
	many agents do you have contracted? e are they geographically located?		
12.	What are your Professional Designa	tions?	
	☐ CLU ☐ ChFC	□ LUTCF □ CFP	□ CSA □ Other
13.	What can we do to help you build yo	our business?	



#### LIFE INSURANCE COMPANY

**Agent Contract** 

4343 N. Scottsdale Rd., Suite 300 Scottsdale, Arizona 85251/800-531-5067 www.SagicorLifeUsa.com

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Sagicor Life Insurance Company (hereinafter called the "Company", "we", "our" or "us") and the Person, Firm or Corporation named above (hereinafter called "Agent", "you", or "your") mutually agree to the terms of the contract as follows. This contract supersedes any prior contracts or agreements between you and the Company.

#### 1. GENERAL AUTHORITY

#### 1.1 AUTHORITY TO SOLICIT

The Company appoints you as an agent to solicit applications for life insurance products and annuities issued by the Company, subject to the terms and limitations in this Contract. You shall be licensed by the state(s) in which you solicit applications for insurance for the Company. You shall solicit applications in accordance with applicable state laws and regulations, the lawful rules and regulations of the Company as they may be in effect or amended from time to time by the Company at its sole discretion and in accordance with the provisions of this Contract.

## 1.2 AUTHORITY OVER AGENTS

You are authorized to recruit and recommend to the Company agents to be appointed as your Sub-Agents for purposes of developing and supervising distribution of Company insurance products. The contract made with the Sub-agent shall become effective when executed by the Company and the Sub-agent is licensed. The Company may refuse to contract with any proposed Sub-agent and reserves the right to terminate any Sub-agent's contract without violating your Contract.

#### 1.3 LIMITATION OF AUTHORITY

You are not authorized by or on behalf of the Company to:

- (a) waive, alter or change any provision or condition of the Company's insurance policies or certificates, agent's contracts, literature or receipts, modify or extend the amount of time for any premium payment due the Company.
- (b) perform any act other than expressly granted herein except as specifically authorized in writing by the Company.
- (c) bind the Company by any promise or agreement, to incur any debt, expense or liability in its name or account.
- (d) enter into any legal proceedings on behalf of or as an agent of the Company in connection with any matter pertaining to our business without prior written authorization of the Company.
- (e) enter into any Contract, incur any expense or obligation, or cause or permit the insertion or distribution in any publication or otherwise, any advertising or publicity matter which in any way involves the Company without the prior written authority of the Company.
- (f) use or distribute any materials that reference Company or Company's products, use the Company logo, without prior written consent of the Company in connection with the solicitation of applications for insurance or appointment of agents. This excludes materials supplied by the Company.

# 2. RELATIONSHIP

## 2.1 INDEPENDENT CONTRACTOR

Your relationship with the Company shall be that of an independent contractor and not that of an employee. You shall be free to exercise independent judgment as to the time and manner you may perform the acts you are authorized to perform under this Contract. You consent to receiving communications from us regarding any matters within the scope of this Contract in any form, including, without limitation, phone solicitations, faxes, and e-mails.

#### 2.2 YOUR SUB-AGENTS

You also acknowledge that all agents in your hierarchy are independent contractors of the Company. You are responsible for training and supervising such agents in accordance with the rules and regulations of the Company and requirements of the state(s) in which they are licensed and act as an agent for Sagicor Life Insurance Company.

Should there be a dispute between you and another Company agent relative to this contract and specifically regarding an agent's appointment, contract level, hierarchy, or a requested transfer, the Company will have the sole right to decide and settle the dispute. This decision will be binding and conclusive on all parties.

#### 2.3 YOUR EMPLOYEES

You are solely responsible for compensation of any persons in your employ including any agents and agree to hold the Company harmless from any damages which may be incurred as a result of your failure to compensate said individuals.

#### 2.4 TERRITORY OR POLICY FORMS

You have no exclusive territory or policy distribution rights. Your territory is any state in which you are licensed and the Company is authorized to conduct business.

Without liability to you, the Company may, at its sole discretion

- (a) discontinue writing business in any territory;
- (b) discontinue and/or withdraw any policy form in any or all territories without prejudice to our right to continue use of said form in any other territory;
- (c) resume the issuance or use of any form in any territory or territories;
- (d) designate certain products to be marketed only through select persons, distribution organizations, or Company affiliates.

# 3. DUTIES

#### 3.1 COLLECTION OF PREMIUM

All monies received by you or collected for or on behalf of the Company shall be made payable to the Company. You are not authorized to endorse or cash checks, drafts, money orders or financial instruments made payable to the Company.

#### 3.2 DELIVERY OF POLICY

The agent shall promptly deliver issued policies in accordance with the Company's policies and procedures. The policy may be delivered only if:

- (a) the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as stated in the application for such policy, and
- (b) the first premium has been fully paid.

Any policy not delivered in accordance with the Company's policies and procedures shall be immediately returned to the Company. For each policy issued in the form as applied for and returned for cancellation by the applicant, or for each policy which is reissued at your request, we may require you to reimburse us for an underwriting charge.

# 4. COMMISSIONS

- (a) We will pay to you commissions at the rate and in accordance with the conditions set forth in the commission schedule.
- (b) The commission schedule may be amended by the Company at its option, which amendments shall be effective upon written notice to you. Any amendment to the commission schedule will apply only to applications written after the effective date of the amendment.
- (c) No commission will be paid on premiums paid in advance until after the due dates of premiums and then only if the policy is in force and effect on such due date.
- (d) Commissions shall be payable no less than monthly as long as the minimum commission earned equals or exceeds \$50. Any commission earned that remains below \$50 will be paid by the Company the next commission cycle after the commission balance equals or exceeds \$50. If the premium on any policy secured hereunder is not paid within ninety days from the premium due date and such policy is subsequently reinstated, you shall be entitled to further commissions only if the policy is reinstated through you.
- (e) You shall not be entitled to commissions on premiums waived or paid by us under the disability waiver of premium provisions or waiver of monthly deductions of any policy.
- (f) Should the Company, at its sole discretion, deem it appropriate at any time to cancel a policy and/or refund any premium on which you were paid commission, then such commission shall be charged back to you and your sub-agents.
- (g) Commissions on benefit riders, term riders, flat extras, replacement policies and conversions shall be payable in accordance with Company practices at the time the coverage is issued, converted or replaced, as the case may be.
- (h) All commissions in this Contract shall be reduced by the amount which the Company, pursuant to the terms of their respective commission schedules, pays directly to sub-agents recommended by you and under your supervision.
- (i) The Company will make available to you no less frequently than monthly, statements showing commissions credited and other account entries within such account period.

- (j) The Company must be notified in writing of any disputed amounts or transactions with 90 days of the transaction date. Should a dispute arise between you and another agent over commissions, the Company will have the sole right to settle the dispute and the decision shall be binding and conclusive to all parties.
- (k) Except as set forth in paragraphs 9, 10(b) and 10(c), first year and renewal commissions shall be fully vested as they accrue; renewal commissions will be vested at 100% of the renewal commission percentage shown in the commission schedule or amendment.

# 5. LIABILITY

The agent is authorized to collect and promptly remit to the Company the first premium on business produced by the agent in accordance with the Company's rules and regulations. You shall be liable to the Company for all monies received on behalf of the Company and monies payable to the Company as a balance due as shown on agent's monthly statement. This includes monies paid to you or to sub-agents recruited or recommended by you. Any monies received on behalf of the Company will be held in trust by the agent and shall not be used by the agent for any personal or other purposes whatsoever, but shall be immediately forwarded to the Company. The Company reserves the right to charge interest on any amounts due hereunder up to 8 percent per year (or the maximum allowed by law whichever is less).

All accounting records maintained by you relating to our business are subject to inspection at any reasonable time by our authorized representatives.

#### 6. INDEBTEDNESS AND OFFSET

The Company, as additional security and to secure the repayment of any indebtedness due the Company under this Contract or any other contract with the Company, shall have a first and prior lien against any compensation due you under this Contract and against any other sums due or to become due to you from the Company for any reason. You further hereby assign and grant to the Company an interest in all compensation due or to become due and all other sums which you may have on deposit with the Company from time to time. The Company may, at any time, offset any such indebtedness against compensation due you or other monies which you may have on deposit with the Company under this Contract or any other contract or Agreement with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness. You agree to pay all costs of collection, including attorney fees, incurred by Company or successors it assigns in collecting any indebtedness from you. The term "Company", as used in this paragraph, shall include all companies affiliated with Sagicor Life Insurance Company.

# 7. REIMBURSEMENT & INDEMNIFICATION

You shall reimburse the Company and/or indemnify the Company for any loss including attorneys' fees resulting from actions by you or your sub-agents and or all costs, expenses and attorneys' fees that the Company may incur in recovering from you any property or indebtedness belonging to or due the Company. You agree to indemnify and hold the Company harmless for any claim, loss, expense, cost or liability which it may incur resulting from your breach of the terms of the Contract or violation of any law or regulation or failure to comply with any court order. Should any claims or lawsuits be made by any third party against you or the Company as a result of alleged wrong-doing by you, then you shall hold the Company harmless from and indemnify it for any claim, loss, expense, cost or liability which it may incur defending the action and for any settlement or judgment resulting from such action. The Company may, at its discretion, defend or settle any such claim. The terms of this provision shall survive termination, as outlined in section 11.

#### 8. ASSIGNMENT

No assignment of any commissions or any other amounts or any portion due or to become due to you shall be valid unless authorized in advance, in writing, by the Company. Any assignments so authorized shall be subject to any and all indebtedness of yours to the Company.

# 9. FORFEITURE

If, at any time, you endeavor to induce agents of the Company to discontinue their contract, or the Company's policy owners to relinquish their policies, you shall forfeit any and all commission(s) that you might otherwise have acquired under any and all contract(s), with the Company. A forfeiture under this paragraph shall not constitute an election by the Company to forego any claim it may have against you.

#### 10. TERMINATION OF CONTRACT

- (a) This Contract shall be automatically terminated in the event of
  - (1) your failure to be licensed to sell;

- (2) your death; alternately, if you are an entity, upon any event legally or contractually causing a dissolution of the entity. We may continue to rely on this Contract as existing before such dissolution until we receive formal written notice of dissolution.
- (b) This Contract shall be terminated upon written notice by the Company, upon its discovery that you have engaged in any of the following:
  - (1) withheld or misappropriated any money or other property belonging to us;
  - (2) subjected us to liability due to any act, omission or misrepresentation by you;
  - (3) committed a criminal act involving theft or dishonesty;
  - (4) failed to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction under this Contract;
  - (5) committed any fraud.
- (c) The Company, at its sole discretion, may terminate this Contract, at any time, without prior notice, if you
  - (1) fail to conform to the rules and regulations of the Company;
  - (2) fail to pay any indebtedness to the Company on demand;
  - (3) replace the Company's policies with another Company.
  - (4) fail to attain paid first year production in any calendar year in the amount shown on the Commission Schedule in force. This requirement includes the total of all paid first year premiums for all plans as specified in the Commission Schedule, and all amendments attached thereto, paid to you and sub-agent(s) recommended by you.

Should you be terminated under subsections (b) or (c), you shall be liable to us for such acts including liability for damages we incur by virtue of such act or acts and you will forfeit all your rights to any further payments and/or commissions under this Contract.

- (d) The Contract may also be terminated by either party with or without cause by giving fifteen days written notice to the other party. The right to termination under this subsection (d) is not restricted by the provisions for termination in (a) or (b) above.
- (e) Upon any termination of this Contract, you shall immediately deliver to us all of the previously furnished materials, supplies, advertising and any other printed matter which mentions the Company.
- (f) Should the renewal commissions due you be less than \$100.00 for any calendar year, the Company may discontinue payment to you at its discretion.
- (g) In the event of termination of the Agreement for any reason, the liability, lien, reimbursement and indemnification, and set-off provisions hereof shall continue in full force and effect beyond the termination hereof. If, subsequent to termination, any monies become due from you to the Company, and you fail to repay such monies upon due demand, all compensation due hereunder or under any other contract you may have with the Company shall be forfeited. A forfeiture under this provision shall not, in any way, prejudice the Company's right to pursue any remedies available to it to collect any monies owed by you to the Company.

# 11. NOTICES

Any notice or demand required or permitted to be given under this Contract shall be in writing, and shall be deemed effective (unless this Contract provides for a different method or period of time), upon actual receipt by the party receiving the notice at its then principal place of business. Your principal place of business will be deemed your last known address in the Company's records, and either party may change the address to which such notices are to be addressed by giving the other party notice in the manner herein set forth. There will be a rebuttable presumption of receipt upon (a) the notification of a successful facsimile transmission, provided that a copy is also deposited in the U.S. Mail; (b) delivery confirmation by an overnight courier service; (c) delivery confirmation by certified U.S. Mail; or (d) personal delivery.

# 12. SEVERABILITY

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

#### 13. NON-WAIVER

The forbearance or neglect of the Company to insist upon strict compliance by you with any of the provisions of the Contract, whether continuing or not, or to take action against you including termination of the contract, shall not be construed as a waiver of any of the Company's rights or privileges hereunder. No waiver of any right or privilege of the Company arising from any default or failure of performance by you shall affect the Company's rights or privileges in the event of a further default or failure of performance.

# 14. AMENDMENT

This Contract cannot be changed by any verbal promise or statement by who so ever made, and no written modification or change will bind the Company unless it is signed by the President, a Senior Vice President, a Vice President, or Secretary of the Company, and expresses an intention to modify or change this Contract.

# 15. ARBITRATION

If any dispute or disagreement shall arise in connection with any interpretation of this agreement, its performance or non-performance, or the figures and calculations used, the parties shall make every effort to meet and settle their disputes in good faith informally. If the parties cannot agree on a written settlement within (90) ninety days after it arises, or within a longer period agreed upon by the parties, then the matter in controversy shall be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of any arbitration shall be in the city where the Company is headquartered (or such other place as determined by the Company, at its sole discretion).

#### 16. APPLICABLE LAW

To the full extent controllable by our stipulation, this Contract shall be construed in accordance with Company rules and policies now or hereafter established and shall be interpreted and enforced under the laws of the then current state where the Company is headquartered.

# 17. PROTECTION OF PRIVACY AND SECURITY REQUIREMENTS

You acknowledge receipt of our HIPPA Privacy Notice, and agree to comply with, our policies regarding:

- (a) The use of private policyholder information,
- (b) Requirements of the Health Insurance Portability and Accountability Act of 1996 and other applicable laws;
- (c) Compliance with the requirement of the Federal Gramm-Leach-Bliley Act;
- (d) USA Patriot Act of 2001;
- (e) Statutes administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); and the Telephone Protection Act of 1991 (amended 2003), and the National Do Not Call List administered by the Federal Trade Commission (FTC).

# 18. BENEFICIARIES

If you are an individual, your Primary and Contingent Beneficiary designations (for the receipt of vested commissions) should be indicated in this Contract. If no designations are shown, your estate will be your beneficiary. The Contingent Beneficiary will participate in the receipt of benefits only upon death of all Primary Beneficiaries prior to your death. You may change any beneficiary without his or her consent, prior to designation of any irrevocable beneficiary, by filling a written request for the change with the Company's home office. The request will not be effective until the Company sends you notice that the request has been received. Once this notice has been sent, the change will relate back to and take effect as of the date you signed the request. The Company will not be liable for any payments it makes before it acknowledges receipt of the request. A new designation of beneficiary terminates the interest of all previous beneficiaries.

#### BENEFICIARY DESIGNATIONS

**Primary Beneficiary** 

<u>Full Name</u>	Relationship	Address	SSN/TIN	DOB	<u>%</u>
	100				

Contingent Beneficiary					300 H 100 W				
Full Name	Relationship		<u>Address</u>			SSN/TIN		DOB	<u>%</u>
						12 - 12 - 12			
								4	
DIRECT DEPOSIT FOR C									
Payments for commissions are r	made if the commissi	VA 480 5	200	701		ect deposi	50 C SSS		
Bank Name		Transit/ABA N	umber	Bank Accou	nt Number		Bank Acco	CONTRACTOR DESCRIPTION	
Bank Address	10/21/2	Cíty	-	State	Zip		☐ Checkin Bank Phon	g Savings e Number	
							Dank Thom	o ramber	
			38-11		-	- 82	k n		
I HAVE READ, UNDERST I agree, that as an agent of Sagi thorough understanding of the C and recommend the product bes	cor Life Insurance Co company's products. It suited to their need	ompany, I unde I will present a s.	erstand that it is ccurately and h	not only my nonestly all fa	"ethical res acts essentia	ponsibility al to each	" but it is rec potential po	quired I have a plicyholder's de	a ecision
This contract shall be first signed	d by you and shall no	t be effective u	ntil thereafter a	ccepted and	signed by t	he Compa	any.		
I hereby affirm that all answers a	and information provi	ded by me are	true.						
Tax Identification Number		Signatur	re of Agent or F	rincipal of Co	orporation	Date S	igned		
To be completed by the Ho	me Office:								
Ву:		Contract	t Effective Date	-					
		Contido	. Eookiio Duko	t.					
Title:									



www.SagicorLifeUSA.com

BC101011

DOTOTOTT

**Producer Agreement** 

00-/24-420/

PRODUCER or ENTITY (CORPORATION, LLC, etc.) NAME:	

Sagicor Life Insurance Company (hereinafter called the "Company", "we", "our" or "us") and the Person or Entity named above (hereinafter called "Producer", "you", or "your") mutually agree to the terms of this Producer Agreement (iAgreement) as follows.

# 1. GENERAL AUTHORITY

# 1.1 AUTHORITY TO SOLICIT

The Company appoints you as a producer to solicit applications for life insurance products and annuities issued by the Company, subject to the terms and limitations in this Agreement. You shall be licensed by the state(s) in which you solicit applications for insurance for the Company. You shall solicit applications in accordance with applicable state laws and regulations, the rules and regulations of the Company, the receipt of which is hereby acknowledged, as such may be in effect or amended from time to time by the Company at its sole discretion and in accordance with the provisions of this Agreement.'

#### 1.2 AUTHORITY OVER PRODUCERS

You are authorized to recruit and recommend to the Company producers to be appointed as your Sub-Producers for purposes of distribution of Company insurance products. The contract made with the Sub-producer shall become effective when executed by the Company and the Sub-producer is licensed and appointed. The Company may refuse to contract with any proposed Sub-producer and reserves the right to terminate any Sub-producer's contract without violating this Agreement.

#### 1.3 LIMITATION OF AUTHORITY

Neither you nor any producers appointed as your Sub-Producers are authorized by or on behalf of the Company to:

- (a) waive, alter or change any provision or condition of the Company's insurance policies or certificates, producer's contracts, literature or receipts, or modify or extend the amount of time for any premium payment due the Company.
- (b) perform any act other than expressly granted herein, except as specifically authorized in writing by the Company.
- (c) bind the Company by any promise or agreement, to incur any debt, expense or liability in its name or account.
- (d) enter into any legal proceedings on behalf of or as a producer of the Company in connection with any matter pertaining to our business without prior written authorization of the Company.
- (e) enter into any contract, incur any expense or obligation, or cause or permit the insertion or distribution in any publication or otherwise, any advertising or publicity matter which in any way involves the Company without the prior written authority of the Company.
- (f) use or distribute any materials that reference Company or Company's products, or use the Company logo, without prior written consent of the Company in connection with the solicitation of applications for insurance or appointment of producers. This excludes materials supplied by the Company.

## 2. RELATIONSHIP

#### 2.1 INDEPENDENT CONTRACTOR

Your relationship with the Company shall be that of an independent contractor and not that of an employee, You shall be free to exercise independent judgment as to the time and manner you may perform the acts you are authorized to perform under this Agreement. You consent to receiving communications from us regarding any matters within the scope of this Agreement in any form, including, without limitation, phone solicitations, faxes, and e-mails, and you agree to using the Internet to access and read documents that we only make available through our Website. You shall pay all expenses in connection with your agency.

#### 2.2 YOUR SUB-PRODUCERS

You also acknowledge that all producers appointed as your Sub-Producers are independent contractors of the Company. You are responsible for training and supervising such producers in accordance with the rules and regulations of the Company and requirements of the state(s) in which they are licensed and act as producers for Sagicor Life Insurance Company.

Should there be a dispute between you and another Company producer relative to this contract and specifically regarding a producer's appointment, contract level, hierarchy, or a requested transfer, the Company will have the sole right to decide and settle the dispute. This decision will be binding and conclusive on all parties.

#### 2.3 YOUR EMPLOYEES

You are solely responsible for compensation of any persons in your employ including any producers and agree to hold the Company harmless from any damages which may be incurred as a result of your failure to compensate said individuals.

#### 2.4 TERRITORY OR PRODUCTS

You have no exclusive territory or product distribution rights. Your territory is any state in which you are licensed and the Company is authorized to conduct business.

Without liability to you, the Company may, at its sole discretion

- (a) discontinue writing business in any territory;
- (b) discontinue and/or withdraw any product or policy form in any or all states or territories without prejudice to our right to continue use of said form in any other state or territory;
- (c) resume the issuance or use of any form in any state, territory or territories;
- (d) designate certain products to be marketed only through select persons, distribution organizations, or Company affiliates.

# 3. DUTIES

#### 3.1 COLLECTION OF PREMIUM

You shall not receive or collect cash for or on behalf of the Company. You shall only receive or collect checks, drafts, or other financial instruments made payable to the Company. Neither you nor your Sub-Producers are authorized to endorse or cash checks, drafts, or other financial instruments made payable to the Company. You are authorized to collect and promptly remit to the Company the first premium on business produced by you in accordance with the Company's rules and regulations. You shall be liable to the Company for all monies received on behalf of the Company and monies payable to the Company. Any monies received on behalf of the Company will be held in trust by you and shall not be used by you for any personal or other purposes whatsoever, but shall be immediately forwarded to the Company

#### 3.2 DELIVERY OF POLICY

The producer shall promptly deliver issued policies in accordance with the Company's policies and procedures. The policies may be delivered only if:

- (a) the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as stated in the application for such policy, and
- (b) the first premium has been fully paid.

Any policy not delivered in accordance with the Company's policies and procedures shall be immediately returned to the Company. For each policy issued in the form as applied for and returned for cancellation by the applicant, or for each policy which is reissued at your request, we may require you to reimburse us for an underwriting charge.

#### 3.3 PROFESSIONAL ERROR AND OMISSION LIABILITY.

At all times during the term of this Agreement, and at your own expense, you shall carry professional error and omission insurance in an amount of not less than \$1,000,000. You shall carry this claims made coverage for a period of 180 days following expiration or termination of this Agreement or in the alternative purchase an extended claims reporting provision allowing claims arising from actions during the term of this Agreement to be reported up to 180 days after the expiration or termination of this Agreement.

# 4. COMMISSIONS

- 4.1 We will pay to you commissions at the rate and in accordance with the conditions set forth in the commission schedule.
- 4.2 The commission schedule may be amended by the Company at its option, which amendments shall be effective upon written notice to you. Any amendment to the commission schedule will apply only to applications written after the effective date of the amendment.
  - 4.3 Commissions will be paid on premiums paid in advance of the due dates.
- 4.4 Commissions shall be payable no less than monthly as long as the minimum commission earned equals or exceeds \$50. Any commission earned that remains below \$50 will be paid by the Company the next commission cycle after the commission balance equals or exceeds \$50. If the premium on any policy secured hereunder is not paid within ninety days from the premium due date and such policy is subsequently reinstated, you shall be entitled to further commissions only if the policy is reinstated through you.
- 4.5 You shall not be entitled to commissions on premiums waived or paid by us under the disability waiver of premium provisions or waiver of monthly deductions of any policy.
- 4.6 Should the Company, at its sole discretion, deem it appropriate at any time to rescind, cancel or non-renew a policy and/or refund any premium on which you were paid commission, then such commission shall be charged back to you and your sub-producers in the month this occurs.
- 4.7 Commissions on benefit riders, term riders, permanent and table extras, replacement policies and conversions shall be payable in accordance with Company practices at the time the coverage is issued, converted or replaced, as the case may be.
- 4.8 All commissions in this Agreement shall be reduced by the amount which the Company, pursuant to the terms of their respective commission schedules, pays directly to sub-producers recommended by you and under your supervision. The Company will make available to you no less frequently than monthly, statements showing commissions credited and other account entries within such account period.
- 4.9 The Company must be notified in writing of any disputed amounts or transactions with 90 days of the transaction date, Should a dispute arise between you and another producer over commissions, the Company will have the sole right to determine to whom such commission shall be paid and the decision shall be binding and conclusive to all parties.

#### LIABILITY

The producer is authorized to collect and promptly remit to the Company the first premium on business produced by the producer in accordance with the Company's rules and regulations. You shall be liable to the Company for all monies received on behalf of the Company and monies payable to the Company as a balance due as shown on producer's monthly statement. This includes monies paid to you or to sub-producers recruited or recommended by you. Any monies received on behalf of the Company will be held in trust by the producer and shall not be used by the producer for any personal or other purposes whatsoever, but shall be immediately forwarded to the Company. The Company reserves the right to charge interest on any amounts due hereunder up to 8 percent per year (or the maximum allowed by law whichever is less).

All accounting records maintained by you relating to our business are subject to inspection at any reasonable time by our authorized representatives. You shall make such records available to the Company on request at any time during normal business hours.

#### INDEBTEDNESS AND OFFSET

The Company, as additional security and to secure the repayment of any indebtedness due the Company under this Agreement or any other contract with the Company, shall have a first and prior lien against any compensation due you under this Agreement and against any other sums due or to become due to you from the Company for any reason. You further hereby assign and grant to the Company an interest in all compensation due or to become due and all other sums which you may have on deposit with the Company from time to time. The Company may, at any time, offset any such indebtedness against compensation due you or other monies which you may have on deposit with the Company under this Agreement or any other contract or Agreement with the Company. If the Company does elect to offset, the offset shall not constitute an election by the Company to forego any other remedies to collect the indebtedness. You agree to pay all costs of collection, including attorney fees, incurred by Company or successors it assigns in collecting any indebtedness from you. The term "Company", as used in this paragraph, shall include all companies affiliated with Sagicor Life Insurance Company.

# 7. REIMBURSEMENT & INDEMNIFICATION

You shall reimburse the Company and/or indemnify the Company for any loss including attorneys' fees resulting from actions by you or your sub-producers and or all costs, expenses and attorneys' fees that the Company may incur in recovering from you any property or indebtedness belonging to or due the Company. You agree to indemnify and hold the Company harmless for any claim, loss, expense, cost or liability which it may incur resulting from your breach of the terms of this Agreement or violation of any law or regulation or failure to comply with any court order or order of any governmental agency. Should any claims or lawsuits be made by any third party against you or the Company as a result of alleged wrongdoing by you, then you shall hold the Company harmless from and indemnify it for any claim, loss, expense, cost or liability which it may incur defending the action and for any settlement or judgment resulting from such action. The Company may, at its discretion, defend or settle any such claim. The terms of this provision shall survive termination, as outlined in Section 13.

# 8. FORFEITURE

If, at any time, you endeavor to induce producers of the Company to discontinue their contracts with the Company, or the Company's policy owners to relinquish their policies, you shall forfeit any and all commission(s) that you might otherwise have acquired under any and all contract(s), with the Company. Forfeiture under this paragraph shall not constitute an election by the Company to forego any claim it may have against you.

# 9. TERMINATION OF CONTRACT

- 9.1 This Agreement shall be automatically terminated without written notice to you by the Company in the event of
  - (a) your failure to be licensed to sell;
  - (b) your death; alternately, if you are an entity, upon any event legally or contractually causing a dissolution of the entity. We may continue to rely on this Agreement as existing before such dissolution until we receive formal written notice of dissolution.
- 9.2 This Agreement shall be terminated upon Written notice by the Company, upon its discovery that you have engaged in any of the following:
  - (a) withheld or misappropriated any money or other property belonging to us;
  - (b) subjected us to liability due to any act, omission or misrepresentation by you;
  - (c) committed a criminal act involving theft or dishonesty;
  - (d) failed to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction under this Agreement;
  - (e) committed any fraud;
  - (f) fail to conform to the rules and regulations of the Company;
  - (g) fail to cooperate completely and honestly with the Company with regard to its handling and resolution of any matter that is related to your representation of the Company pursuant to this Agreement;
  - (h) fail to pay any indebtedness to the Company on demand;

- (i) replace the Company's policies with another Company.
- (j) fail to attain paid first year production in any calendar year in the amount shown on the Commission Schedule in force. This requirement includes the total of all paid first year premiums for all plans as specified in the Commission Schedule, and all amendments attached thereto, paid to you and sub-producer(s) recommended by you.

Should you be terminated under Section 9.2, you shall be liable to us for such acts including liability for damages we incur by virtue of such act or acts and you will forfeit all your rights to any further payments and/or commissions under this Agreement.

- 9.3 This Agreement may also be terminated by either party with or without cause by giving fifteen days written notice to the other party. The right to termination under this subsection (d) is not restricted by the provisions for termination in (a) or (b) above.
- 9.4 Upon any termination of this Agreement, you shall immediately deliver to us all of the previously furnished materials, supplies, advertising and any other printed matter which mentions the Company.
- 9.5 Should the renewal commissions due you be less than \$100.00 for any calendar year, the Company may discontinue payment to you at its discretion.
- 9.6 Except as set forth in Sections 8 and 9.2, first year and renewal commissions shall be fully vested as they accrue; renewal commissions will be vested at 100% of the renewal commission percentage shown in the commission schedule or amendment.
- 9.7 On termination of this Agreement, all accounts between Company and Producer shall, for the purpose of settlement, be merged into one account. If such account shows a net balance in favor of Producer, the Company shall pay such balance to Producer; but if the account shows a net balance in favor of Company, Producer shall pay such net balance to Company.
- 9.8 In the event of termination of this Agreement for any reason, the liability, lien, reimbursement and indemnification, and set-off provisions hereof shall continue in full force and effect beyond the termination hereof. If, subsequent to termination, any monies become due from you to the Company, and you fail to repay such monies upon due demand, all compensation due hereunder or under any other contract you may have with the Company shall be forfeited. Forfeiture under this provision shall not, in any way, prejudice the Company's right to pursue any remedies available to it to collect any monies owed by you to the Company.

#### 10. NOTICES

Any notice or demand required or permitted to be given under this Agreement shall be in writing, and shall be deemed effective (unless this Agreement provides for a different method or period of time), upon actual receipt by the party receiving the notice at its then principal place of business. Your principal place of business will be deemed your last known address in the Company's records, and either party may change the address to which such notices are to be addressed by giving the other party notice in the manner herein set forth. There will be a rebuttable presumption of receipt upon (a) the notification of a successful facsimile transmission, provided that a copy is also deposited in the U.S. Mail; (b) delivery confirmation by an overnight courier service; (c) delivery confirmation by certified U.S. Mail; or (d) personal delivery.

# 11. SEVERABILITY

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

# 12. NON-WAIVER

The forbearance or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Agreement, whether continuing or not, or to take action against you including termination of the contract, shall not be construed as a waiver of any of the Company's rights or privileges hereunder. No waiver of any right or privilege of the Company arising from any default or failure of performance by you shall affect the Company's rights or privileges in the event of a further default or failure of performance.

# 13. SURVIVAL.

The provisions of Sections 3.1, 7, 9, 12, 15, 16 and 17 shall survive termination of this Agreement.

#### 14. ASSIGNMENT /AMENDMENT

This Agreement may be assigned by the Company without obtaining your consent. You may not assign this Agreement or any part hereof, without obtaining the prior written consent of the Company. This Agreement may not be changed by any verbal promise or statement by who so ever made, and no written modification or change will bind the Company unless it is signed by an Officer of the Company, and expresses an intention to modify or change this Agreement.

# 15. ARBITRATION

If any dispute or disagreement shall arise in connection with any interpretation of this agreement, its performance or non-performance, or the figures and calculations used, the parties shall make every effort to meet and settle their disputes in good faith informally. If the parties cannot agree on a written settlement within (90) ninety days after it arises, or within a longer period agreed upon by the parties, then the matter in controversy shall be settled by arbitration, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The place of any arbitration shall be Hillsborough County, Florida (or such other place as determined by the Company, at its sole discretion).

#### APPLICABLE LAW

To the full extent controllable by our stipulation, this Agreement shall be construed in accordance with Company rules and policies now or hereafter established and shall be interpreted and enforced under the laws of Florida without regard to conflicts of law principles.

# 17. PROTECTION OF PRIVACY AND SECURITY REQUIREMENTS

You acknowledge receipt of our HIPPA Privacy Notice, and agree to comply with:

- (a) Our policies regarding the use of private policyholder information,
- (b) Requirements of the Health Insurance Portability and Accountability Act of 1996 and other applicable laws;
- (c) Requirements of the Federal Gramm-Leach-Bliley Act and all other applicable federal and state privacy laws;
- (d) USA Patriot Act of 2001;
- (e) Statutes administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); and the Telephone Protection Act of 1991 (amended 2003), and the National Do Not Call List administered by the Federal Trade Commission (FTC).

# 18. COUNTERPARTS; ETC.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. The electronic transmission of a signed signature page, by one party to the other(s), shall constitute valid execution and acceptance of this Agreement by the signing/transmitting party. This Agreement shall not be altered or amended except by an instrument in writing signed by or on behalf of all of the parties hereto. No ambiguity in any provision hereof shall be construed against a party by reason of the fact it was drafted by such party or its counsel. References to iincluding means including without limiting the generality of any description preceding such term. For purposes of this Agreement: ihereof,î ihereby,î iherewith,î ihereafterî and ihereinafterî refer to this Agreement in its entirety, and not to any particular subsection or paragraph.

# 19. ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the parties relating to the subject matter contained herein and supersedes all prior written or oral contracts and agreements and all contemporaneous oral contracts, agreements and understandings relating to the subject matter hereof.

#### 20. TRADEMARKS.

You acknowledge that the Company and/or its affiliates are the owner of all right, title and interest in and to the tradenames iSagicorî and iSagicor Life Insurance Companyî as well as other designs trademarks, service marks, mottos and logos (the iMarksî) that have become associated with the Company. You are herby granted a limited license to use the Marks only to the extent necessary to carry out your duties hereunder. This license shall terminate effective upon termination of this Agreement.

#### 21. BENEFICIARIES

If you are an individual, your Primary and Contingent Beneficiary designations (for the receipt of vested commissions) should be indicated in this Agreement. If no designations are shown, your estate will be your beneficiary. The Contingent Beneficiary will participate in the receipt of benefits only upon death of all Primary Beneficiaries prior to your death. You may change any beneficiary without his or her consent, prior to designation of any irrevocable beneficiary, by filing a written request for the change with the Company's home office. The request will not be effective until the Company sends you notice that the request has been received. Once this notice has been sent, the change will relate back to and take effect as of the date you signed the request. The Company will not be liable for any payments it makes before it acknowledges receipt of the request. A new designation of beneficiary terminates the interest of all previous beneficiaries.

#### 22. BENEFICIARY DESIGNATIONS

Beneficiary

Full Name	Relationship	Address	SSNITIN	DOB	%
Contingent Beneficiary					
Full Name	Relationship	Address	SSNTTIN	DOB	%

DIRECT DEPOSIT FOR COMMISSIONS (please include a voided check)

Payments for commissions are made if the commission payment is greater than \$50.00, whether or not direct deposit option is selected.

Bank Name	Transit/ABA Number	Bank Account Number	Bank Account Type
			☐ Checking ☐ Savings
Bank Address	City Sta	ite Zip	Bank Phone Number

It is hereby understood that by completing the above information and signing below I authorize Company to initiate credit entries to my bank account. I understand that this authorization will allow Company to debit my bank account if the funds are credited erroneously to this account, This authority remains in force until Company receives written notice from me terminating this service or notice from me changing the account information for this service.

[Remainder of Page Intentionally Left Blank.]

I HAVE READ, UNDERSTAND, ACCEPT, AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS CONTRACT, AND I AGREE TO READ, ACCEPT AND ABIDE BY ALL TERMS AND CONDITIONS STATED IN SAGICOR LIFE INSURANCE COMPANY'S OPERATING AND COMPLIANCE MANUAL AS OF THE DATE OF MY EXECUTION OF THIS AGREEMENT AND AS IT IS SUBSEQUENTLY AMENDED BY THE COMPANY.

I understand and agree, that as a producer of Sagicor Life Insurance Company, it is not only my "ethical responsibility" but it is required that I have a thorough understanding of the Company's products. I will present accurately and honestly all facts essential to each potential policyholder's decision and recommend only a product suitable for their needs.

This contract shall be first signed by you and shall not be effective until thereafter accepted and signed by the Company. I hereby affirm that all answers and information provided by me are true.

Name (and title if signing as Principal for Entity)	Tax Identification Number	
Signature of Producer or Principal of Entity	Date Signed	
To be completed by the Home Office:		
By (Name): Name	Title:	
Signature:	Effective Date:	

# ATTENTION: CALIFORNIA RESIDENT AGENTS

Pursuant to California Investigative Consumer Reporting Agencies Act, Sagicor Life Insurance Company is required to provide you with the following summary of provisions.

# California Investigative Consumer Reporting Agencies Act Summary of the Provisions of Section 1786.22

- 1. An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- 2. Files maintained on a consumer shall be made available for the consumer's visual inspection as follows:
  - a. In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
  - b. By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
  - c. A summary of all information contained in files on a consumer and required to be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, the toll charge, if any, for the telephone call is prepaid or charged directly to the consumer.
- 3. The term "proper identification" as used in subdivision (2) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer-reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- 4. The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- 6. The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such a person's presence.

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LIFE INSURANCE COMPANY

# **Disclosure of Intent to Obtain Consumer Reports**

Sagicor Life Insurance Company may obtain one or more consumer reports with respect to establishing your eligibility for appointment, annualization, contract or hierarchy changes, reassignment, and/or retention as a producer of Sagicor Life Insurance Company.

If requested, the report(s) could be obtained from one or both of the investigative consumer-reporting agencies below:

As disclosed below, the reports may contain information regarding your character, general reputation, personal characteristics and mode of living. The nature and scope of these reports are: financial and credit history, criminal records search, licensing and disciplinary action history, and employment history verification.

Vector One GIS (eQuest+)
PO Box 12368 PO Box 353
Control of A 7 95267 Charing SC 200

Scottsdale, AZ 85267 Chapin, SC 29036 (800) 851-8559 (888) 333-5696

# Authorization to Obtain Consumer Reports

The undersigned hereby authorizes Sagicor Life Insurance Company to procure one or more consumer reports and to access the information obtained with respect to establishing your eligibility for appointment, annualization, contract or hierarchy changes, reassignment, and/or retention as a producer of Sagicor Life Insurance Company.

X		
Signature	Date	
Name/Agency Name (if requesting an agency/corporate appointment)	Title	

## Fair Credit Reporting Act - Notice of Proposed Investigative Consumer Report

Pursuant to the Fair Credit Reporting Act, this notice is to inform you that as a component of our contracting and appointing process, Sagicor Life Insurance Company may request an investigative consumer report which may include information related to your character, general reputation, personal characteristics, and mode of living. You have the right to request in writing, within a reasonable period of time after receipt of this notice, a complete disclosure of the scope of the Investigation requested and a written summary of your rights under the Fair Credit Reporting Act. Send your request to: Licensing and Contracting Department, Sagicor Life Insurance Company, 4343 N. Scottsdale Road, Suite 300, Scottsdale, AZ 85251. Disclosure information must be in writing and mailed to you, along with the written summary of your rights, within five (5) business days after receipt of your written request. Also Sagicor Life Insurance Company may share the information contained in the investigative report and other information in your file, with its affiliates; unless you send a written request to the above-described address directing that this information not be disclosed or shared with affiliates.

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BC101004

# **Direct Deposit Authorization**

Initial Request
Change

#### THE BENEFITS OF DIRECT DEPOSIT ARE AUTOMATIC!

Receive your commissions automatically by Direct Deposit! Take a look at all the benefits you receive when you take advantage of Direct Deposit:

- Free ñ This service is provided free of charge!
- Secure ñ No more worries about lost or stolen checks!
- ◆ Convenient ñ No more special trips to the bank!
- Reliable ñ Your commissions are deposited when you are home or away!
- ♦ Availability of Funds ñ For your convenience, funds are immediately available for your use!
- Ease of Use ñ Simply complete the authorization below and send it in with a voided check.

# Complete the authorization below and fax to 480-425-5150

If you have any questions about Direct Deposit of Commissions, contact us at 888-724-4267

INDIVIDUAL PRODUCER INFORMAT			oducer N	umbor		SSN
Primary Name on Account		PI	baucei iv	umbei		2211
Address		Cit	y, State			Zip Code
, ladi 555			Sity, State			·
BANK INFORMATION ñ Please print	t or type					
Bank Name	Transit/ABA Numbe	ber Bank Account Number		ccount Number	Bank Account Type	
				☐ Checking ☐ Savings		
Bank Address	City	Sta	te	Zip	Banl	R Phone Number
				•		
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I hereby authorize Sagicor Life Insurance Company (SLIC) to initiate credit entries to my bank account. I understand that this authorization will allow SLIC to debit my bank account if the funds are credited erroneously to this account. This						
authority remains in force until SLIC receives written notice from me terminating this service or notice from me changing						
the account information for this service.						
O: 4 ¥				D (		
Signature X				Date		<del></del>

PLEASE ATTACH YOUR VOIDED CHECK HERE

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# REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

Please complete and return to: Sagicor Life Insurance Company Attn: Agent Licensing 4343 N. Scottsdale Rd., Suite 300 Phoenix, AZ 85251

ne	
ator ID	
ator ID	

Step 1. (Check ONE box only and provide your complete name and Taxpayer Identification Number.)

The page of the pa	(Form 1099 reportable)
Name	
If you are a sole proprietor, name the owner of the	business:
Social Security  Number	EmployerIdentification Number
<ul> <li>U.S. Partnership, Limited Liability Comp</li> </ul>	ny ("LLC"), or Trust (Form 1099 reportable)
Name (as shown on your tax return)	Employer Identification Number
U.S. Corporation (exempt from Form 1099 re (If an LLC electing corporate status for U.S. tax purpose	orting except for medical or legal services) please atlach a copy of your U.S. tax election on IRS Form 8832, Entity Classification Election)
Name (as shown on your lax return)	
U.S. Tax-Exempt Organization or Federa	State, or Local Government Agency (exempt from Form 1099 reporting)
Name (as shown on your tax return)	
Step 2. Certification/Signature /c	Identification Number
<ol> <li>The number shown on this form is my c</li> <li>I am not subject to backup withholding the Internal Revenue Service (IRS) that I are or (c) the IRS has notified me that I am</li> <li>I am a U.S. person (including a U.S. restertification Instructions – You must cross out item 2 ou have failed to report all interest and dividends on laid, acquisition or abandonment of secured property.</li> </ol>	implete the following) Under penalties of perjury my signature certifies that: rect taxpayer identification number (or I am waiting for a number to be issued to n ecause: (a) I am exempt from backup withholding, or (b) I have not been notified be subject to backup withholding as a result of a failure to report all interest or divide to longer subject to backup withholding.
<ol> <li>The number shown on this form is my c</li> <li>I am not subject to backup withholding the Internal Revenue Service (IRS) that I are or (c) the IRS has notified me that I am</li> <li>I am a U.S. person (including a U.S. restrification Instructions – You must cross out item 2 ou have failed to report all interest and dividends on the Image of the I</li></ol>	implete the following) Under penalties of perjury my signature certifies that: rect taxpayer identification number (or I am waiting for a number to be issued to necause: (a) I am exempt from backup withholding, or (b) I have not been notified by subject to backup withholding as a result of a failure to report all interest or divided longer subject to backup withholding. Ident alien).  It is a provinced by the IRS that you are currently subject to backup withholding be the provinced by the IRS that you are currently subject to backup withholding be the provinced by the IRS that you are currently subject to backup withholding be the provinced by the IRS that you are currently subject to backup withholding be the provinced by the IRS that you are currently subject to backup withholding be the provinced by the IRS that you are currently subject to backup withholding be the provinced by the IRS that you are currently subject to backup withholding be the provinced by the IRS that you are currently subject to backup withholding be the provinced by the IRS that you are currently subject to backup withholding be the provinced by the IRS that you are currently subject to backup withholding be the provinced by the IRS that you are currently subject to backup withholding be the IRS that you are currently subject to backup withholding be the IRS that you are currently subject to backup withholding be the IRS that you are currently subject to backup withholding between the provinced by the IRS that you are currently subject to backup withholding between the provinced by the IRS that you are currently subject to backup withholding by the IRS that you are currently subject to backup withholding by the IRS that you are currently subject to backup withholding by the IRS that you are currently subject to backup withholding by the IRS that you are currently subject to backup withholding by the IRS that you are currently subject to backup withholding by the IRS that you are currently subject to backup withholding by the IRS that yo
<ol> <li>The number shown on this form is my c</li> <li>I am not subject to backup withholding the Internal Revenue Service (IRS) that I are or (c) the IRS has notified me that I am</li> <li>I am a U.S. person (including a U.S. restertification Instructions - You must cross out item 2 ou have failed to report all interest and dividends on laid, acquisition or abandonment of secured property. The interest and dividends, you are noting and the interest and dividends, you are noting and the interest and dividends.</li> </ol>	implete the following) Under penalties of perjury my signature certifies that: rect taxpayer identification number (or I am waiting for a number to be issued to number (assued: (a) I am exempt from backup withholding, or (b) I have not been notified by subject to backup withholding as a result of a failure to report all interest or divided by longer subject to backup withholding. Identically, lent alien).  It is a proving the lent alien of debt, contributions to an individual retirement arrangement (IRA), and generally, required to sign the Certification, but you must provide your correct TIN.

#### Instructions for U.S. Tax Persons

As a business, federal income tax law requires us to report certain payments we make to you if you are not exempted from this reporting responsibility. In order for us to properly meet the federal tax law requirements, we need certain information from you. Please complete the information requested above and return this form to the address shown above. If you do not provide us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, you may be subject to 28% backup withholding on reportable payments we make to you. If you have any questions, please call us at 800 531 5067 x4410).

## Are you a U.S. person? The IRS defines a U.S. person as:

- · a U.S. citizen;
- an entity (company, corporation, trust, partnership, estate, etc.) created or organized in, or under the laws of, the United States; a state; or the District of Columbia;
- a U.S. resident (someone who has a "green card" or has passed the IRS "substantial-presence test." For an explanation of the substantial-presence test, please see IRS Pub. 515 or 519, available at www.irs.gov.)

If your answer is NO, please do not complete this form and contact us at 800 531-5067.

If your answer is YES, please complete the form.

See page 2 for additional information.

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#### Instructions for Non-U.S. Persons

If you are a non-U.S. resident or a corporation, partnership or other entity formed outside the U.S. and you are receiving payments as beneficial owner, IRS procedures require you to submit <u>one</u> of the following forms for use in determining the correct course of tax withholding on and information reporting of payments made to you. *These forms are available at www.irs.gov*:

- IRS Form 8233, Exemption From Withholding on Compensation for Independent fand Certain Dependent) Personal Services of a Nonresident Alien Individual OR
- IRS Form W-8ECI, Certificate of Foreign Person's Claim for Exemption from Withholding on Income Effectively Connected with the Conduct of a Trade or Business in the United States, OR
- IRS Form W-8BEN, Certification of Foreign Status of Beneficial Owner for United States Tax Withholding.

If you are not a beneficial owner, but instead acting in an agency capacity for a beneficial owner, you may be required to submit:

 IRS Form W-8IMY, Certificate or Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding.

If you need assistance in completing one of the above forms, please consult your U.S. tax advisor for the appropriate help in determining which of these forms should be submitted and in correct completion of the form. We require your provision of this information to assist us for tax purposes in correctly withholding and reporting payments we make to you for your services.

## Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered on the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return. You may also enter your business, trade, or "doing business as (DBA)" name.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name and the LLC's name on the form.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity.

#### **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner, enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 of the instructions for the IRS Form W-9, available at www.irs.gov. for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding. You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester, or
- 2. You do not certify your TIN when required, or
- 3. The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions for the IRS Form W-9, available at www.irs.gov. under "Exempt from Backup Withholding" for more information.

# **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

intornar i	overlad del vide					
	Name (as shown on your income tax return)					
ge 2.	Business name/disregarded entity name, if different from above					
Print or type See Specific Instructions on page	Check appropriate box for federal tax classification:  Individual/sole proprietor C Corporation S Corporation Partnership	Trust/estate				
Print or type Instruction	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶					
급등	Uther (see instructions) ▶					
pecific	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)				
See S	City, state, and ZIP code					
	ist account number(s) here (optional)					
Part	. ,					
	our TIN in the appropriate box. The TIN provided must match the name given on the "Name					
resider	I backup withholding. For individuals, this is your social security number (SSN). However, ft alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other	er				
	it is your employer identification number (EIN). If you do not have a number, see <i>How to g</i>	et a				
	page 3.	Francisco de aktiono accordo a				
	the account is in more than one name, see the chart on page 4 for guidelines on whose	Employer identification number				
number to enter.						
Part	Certification					
Under	penalties of perjury, I certify that:					
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and						
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and						
3. I am	a U.S. citizen or other U.S. person (defined below).					
becaus interes genera	ation instructions. You must cross out item 2 above if you have been notified by the IRS is you have failed to report all interest and dividends on your tax return. For real estate transpaid, acquisition or abandonment of secured property, cancellation of debt, contributions by, payments other than interest and dividends, you are not required to sign the certification ions on page 4.	sactions, item 2 does not apply. For mortgage to an individual retirement arrangement (IRA), and				
Sign Here	Signature of U.S. person ►	ate ▶				

# **General Instructions**

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

# **Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.