

Savings Bank Life Insurance Co.

New Agent/Agency Name: _____

Commission Level: _____ States to be appointed in: _____

Recruiting Agent/Upline: _____

Recruiting Agent's Code*: _____

(*Overrides will pay up to this code—please make sure this is completed!!)

Appointment Requirements:

- ***NEW BUSINESS IS REQUIRED FOR APPOINTMENT, NO EXCEPTIONS*****
- Complete and sign Producer Bio Form
- Review and sign Form W-9
- Review and Sign SBLI's Replacement Policy Form
- Review and Sign Producers Agreement:
 - If Individual, use Individual Producer Signature line;
 - If Corp, complete bottom section w/corp name and sign Producer Signature/Title line (print officer title as well)
- If Requesting EFT, Complete Direct Deposit Form and Attach Void Check Copy
- Attach current copy of Resident State Life License and any non-res states requested
- REQUIRED**: Attach current E&O Coverage Certificate

Pre-Appointment States: NC, PA, GA

UPLINE SIGNATURE(S) REQUIRED:

General Agent line of Producers Agreement



The Savings Bank Life Insurance Company of Massachusetts
 One Linscott Road, Woburn, MA 01801
 1-888-224-7254
 www.sbliagent.com

Agent Set Up Checklist

THIS FORM IS TO BE COMPLETED BY THE GA

To: SBLI

Attn: Records Dept - email: Records@sbli.com (preferred method)

fax: 781-935-6174

From: Agency Name: _____

Agency Number: _____

Enclosed is licensing for: _____

(First Application for this agent should be attached)

DOCUMENT CHECKLIST

The following documents have been attached:

- Bio form
- License (pertaining to first application attached)
- Producer's Agreement
- SBLI's Replacement Policy (MT-20)
- W-9 (if commissions payable to agency, only corp W9 needed)

COMMISSION SCHEDULE

Please Circle one:

I II III IV V VI VIa (subGA only)

AGENT SITE

Agent's log on credentials should be emailed to:

Agency Agent

at: _____@_____

CASE MANAGER

Case manager contact information for New Business & Underwriting:

Name

Email: _____@_____

Phone _____

CONFIRMATION OF SET UP

Confirmation agent set up is complete should be emailed to:

_____@_____

Notes/Comments:

**Section V. CORPORATE APPLICANTS & PARTNERSHIP
REQUIRED INFORMATION**

(Individual applicants do not complete this part)

Tax ID Number: _____

Entity Name: _____

Phone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip: _____

Principal for Corporate or Partnership Records: _____

(Background information in next section should pertain to writing agent.)

Name of Primary Contact: _____

E-mail: _____

*****Please attach appropriate license copy pertaining to first piece of new
business submitted with licensing*****

Section VI- BACKGROUND INFORMATION REQUIRED FROM ALL APPLICANTS

Please provide complete details for any "yes" answers on a separate sheet. If this is a corporate application, the questions should be answered about the agency principal.

1. Do you have any outstanding and/or unsatisfied judgments or liens or any charge-offs or any debit balances with any insurance company? Yes No
2. Have you ever been declared bankrupt or insolvent either personally or in business or do you have a bankruptcy pending? Yes No
3. Have you ever been charged with, convicted of, or plead no contest to any felony or misdemeanor, violation of any state insurance regulations or statutes, or violation of any federal and state securities or investment regulations? Yes No
4. Have you ever been the subject of an insurance or investment related consumer initiated complaint? Yes No
5. Have you ever had an insurance license denied, revoked, canceled or suspended by any state?
 Yes No
6. Are you now the subject of any complaint, investigation or proceeding which could result in a "yes" answer to any of the above questions? Yes No

7. Has any securities or insurance brokerage firm or insurer with whom you have had a relationship ever filed a bankruptcy petition or been declared bankrupt either during your association or within 5 years after termination of such association? Yes No
8. Are you connected in any way with a bank, savings & loan association, or other lending or financial institution? Yes No

SECTION VII - EMPLOYMENT HISTORY (Last 5 Years)

From _____ to _____ : _____

From _____ to _____ : _____

From _____ to _____ : _____

From _____ to _____ : _____

From _____ to _____ : _____

(Include name, address and phone number of all listed above)

Are you now or have you ever been contracted or otherwise associated with SBLI of Massachusetts? Yes No

Do you have errors and omissions coverage? Yes No

If you are a general agent, does your E&O policy cover agent/broker activity? Yes No

E&O Carrier: _____ Policy Number: _____

Effective Date: _____ Expiration Date: _____

Total term life insurance premium written by you (or agency if corporate application) during the last 12 months: \$ _____

Active and inactive appointments with other insurance companies (if inactive please indicate why).

Company Name: _____

Contact Name: _____ Contact Phone: _____

Company Name: _____

Contact Name: _____ Contact Phone: _____

For MA Producers Only: Please list any P&C Companies you are appointed with:

Company Name: _____

Contact Name: _____ Contact Phone: _____

Company Name: _____

Contact Name: _____ Contact Phone: _____

Section VIII – ANTI-MONEY LAUNDERING TRAINING CERTIFICATION

I hereby certify that on the _____ day of _____, 20____ the agent below has been trained under Anti-Money Laundering Regulations.

Signature of Agent: _____

Please print name: _____

Course name and provider: _____

AUTHORIZATION AND DISCLOSURES

I hereby certify that all the information given to SBLI-MA by me is true and correct without omissions of any kind. I hereby authorize SBLI-MA to conduct a background investigation on me, including a review of creditworthiness, now or at any time. I understand that information may be obtained in writing, personal or telephone interviews with family, friends, neighbors, business associates or other acquaintances, companies I have worked for or with whom I have been contracted, and any other persons or organizations contracted to supply such information. Although you are signing this authorization form for credit and/or background investigations, such inquiries may not be necessary. I further hereby certify that if this application is approved, I will comply with all the terms and conditions of the Company's Agent/Agency Agreement, including, but not limited to, the terms and conditions therein relating to SBLI-MA's Privacy Policy. A photocopy of this authorization shall be as valid as the original.

This will also serve as my authorization for SBLI of Massachusetts, GIS Inc., and/or any affiliates to procure one or more consumer reports with respect to establishing my eligibility for employment, appointment, reassignment, and/or retention as an employee, agent, and/or representative of SBLI-MA or one or more of its affiliates.

I acknowledge and agree that this Biographical Information form does not constitute a contract. I acknowledge SBLI-MA's continuing legitimate business need for additional financial and personal background information. I also acknowledge and agree that approval of my appointment will, in part, be based upon the information provided herein, and that any representation made which is found to be inaccurate or incomplete shall be grounds for disapproval or termination of my appointment.

I hereby certify under penalty of perjury that the information provided herein is accurate and complete.

Print name: _____

Signature: _____

Date: _____, 20_____

CONSUMER AUTHORIZATION

I. I understand that an investigative report may be generated on me that may include information as to my character, general reputation, personal characteristics, or mode of living; work habits, performance or experience, along with reasons for termination of past employment/professional license or credentials; financial/credit history; or criminal/civil/driving record history. I understand that General Information Services, Inc. (GIS), on behalf of **SBLI of Massachusetts** may be requesting information from public and private sources about any of the information noted earlier in this paragraph in connection with **SBLI of Massachusetts's** consideration of me for employment, promotion or position re-assignment or contract now, or at any time during my tenure with **SBLI of Massachusetts**, and give my full consent for this information to be obtained.

II. IF APPLICABLE, medical and worker's compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and/or any other applicable state laws.

III. According to the **Fair Credit Reporting Act** (FCRA, Public Law 91-508, Title VI), I am entitled to know if the considerations for which I am applying are denied because of information obtained from a consumer reporting agency. If so, I will be notified and be given the name of the agency providing that report.

IV. I acknowledge that a telephonic facsimile (FAX) or photographic copy of this release shall be as valid as the original. This release is valid for most federal, state and county agencies.

V. I understand that if I am a resident of **Minnesota/Oklahoma (only)** I may obtain a copy of the report ordered, and now indicate my desire to do so by checking this box .

VI. I hereby authorize, without reservation, any financial institution, law enforcement agency, information service bureau, school, employer or insurance company contacted by GIS to furnish the information described in Section I.

VII. Upon proper identification, you have the right to make a request to GIS, within a reasonable period of time, as to the nature and substance of all information in its files on you at the time of your request, including the sources of information and the recipients of any reports on you that GIS has previously furnished. Communications with GIS should be directed to PO Box 353, Chapin SC 29036 or (866) 265-4917.

CANDIDATE COMPLETE THE FOLLOWING:

Signature	Today's Date
Please print full name	Please print Mother's Maiden name

The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. It is confidential and will not be used for any other purposes.

Month, Day and Year of Birth	Social Security Number
Home Address	City State Zip
Driver's License Number and State	Name as it appears on License

Have you ever been convicted of a crime? Yes No If yes, please provide city and state of conviction and details of conviction.

FAIR CREDIT REPORTING ACT NOTICE:

In accordance with the Fair Credit Reporting Act (FCRA, Public Law 91-508, Title VI), this information may only be used to verify a statement(s) made by an individual in connection with legitimate business needs. The depth of information available varies from state to state. Status of updates are available on request. Although every effort has been made to assure accuracy, General Information Services, Inc. cannot act as guarantor of information accuracy or completeness. Final verification of an individual's identity and proper use of report contents are the user's responsibility. General Information Services, Inc.'s policy requires purchasers of these reports to have signed a Service Agreement. This assures General Information Services, Inc. that users are familiar with and will abide by their obligations, as stated in the FCRA, to the individuals named in these reports. If information contained in this report is responsible for the suspension or termination of an employee or the application process, have the Candidate/employee contact General Information Services, Inc.

NOTICE TO CALIFORNIA CANDIDATES

You have a right to obtain a copy of any consumer report or investigative consumer report obtained by (INSERT COMPANY NAME) by checking the box provided below. The report will be provided to you within three (3) business days after we receive the requested reports related to the matter investigated.

- I request to receive a free copy of this report by checking this box.

Under section 1786.22 of the California Civil Code, you may view the file maintained on you by GIS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services, by appearing at GIS in person or by mail. You may also receive a summary of the file by telephone. The agency is required to have personnel available to explain your file to you and the agency must explain to you any coded information appearing in your file. If you appear in person, a person of your choice may accompany you, provided that this person furnishes proper identification.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and a phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than

seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688 (1-888-5OPT OUT).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

Notice of Amendments to the Fair Credit Reporting Act

The Summary of Your Rights provided above does not reflect recent amendments contained in the Consumer Reporting Employment Clarification Act of 1998. Of importance to you are the following changes to the law:

- Conviction of a crime can be reported regardless of when the conviction occurred.
- If you apply for a job that is covered by the Department of Transportation’s authority to establish qualifications and the maximum hours for such job and you apply by mail, telephone, computer or other similar means, **your consent to a consumer report may validly be obtained orally**, in writing, or electronically. If an adverse action is taken against you because of such consumer report wherein you give your consent to the consumer reporting agency over the telephone, computer, or similar means, **you may be informed** of such adverse action and the name, address and phone number of the consumer reporting agency, **orally**, in writing, or electronically. These amendments were retroactive to September 30, 1997.

States may enforce, the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact

your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words “Federal Credit Union appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

or

Employer identification number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II 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. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



SBLI's Replacement Policy

SBLI does not encourage Producers replacing life insurance policies or annuity contracts as a marketing practice. All producers are responsible for knowing and are expected to comply with SBLI's replacement policies and guidelines in addition to any state regulations regarding replacement.

A replacement occurs when a customer cancels or lapses all or part of an existing life insurance or annuity contract in favor of a new one. When a customer uses or intends to use funds obtained by the withdrawal, surrender, or borrowing of values from an existing life insurance policy to pay all or part of a premium due on a new policy, it is a Financed Purchase Transaction and is treated as a replacement.

When a transaction meets this definition, the replacement question on the Application should be answered yes, the Producer Replacement Check List and Transmittal Form should be completed and the producer should be in compliance with all replacement requirements. An applicant should receive all information necessary to make a decision in his or her best interest, including complying with state requirements and reading the notice regarding replacement. **These new procedures apply when any applicant has an existing life insurance policy or annuity contract, whether or not they answer yes to the replacement question.**

All individualized sales materials, including illustrations or disclosure documents used in the transaction, as well as the applicable replacement form must be submitted to SBLI's home office with the application.

There are situations where there can be a "Good Replacement". A "Good Replacement" should have the following characteristics:

- It benefits the client in the short *and* long term with no adverse effect.
- The new policy is less expensive.
- No features or benefits are lost, such as lower death benefits, surrender charges, cash values or higher guaranteed interest rates.
- No loss of favorable tax benefits occurs.
- No loss of benefits provided by rider, such as guaranteed insurability or waiver of premium occurs.
- New contestability and suicide clauses are explained and are not of significance to the applicant.
- For internal replacements including surrender and exchanges, the insured should be informed that the new policy will be credited with the time that has elapsed, under the old policy, relative to the suicide and incontestability period. This rule only applies up to the face amount of the old policy.

Compensation for internal replacements/surrender and exchanges will be adjusted according to company guidelines.

I have read the above policy and will comply with all requirements.

Producer's Signature

Printed Name

Date

**SAVINGS BANK LIFE INSURANCE
PRODUCERS AGREEMENT
General Agency**

SECTION ONE
PARTIES, APPOINTMENT AND RELATIONSHIP

The Parties to this Agreement are:

The Savings Bank Life Insurance Company of Massachusetts, a corporation duly established in the Commonwealth of Massachusetts, with a usual place of business at One Linscott Road, Woburn, Massachusetts, 01801, and

_____ of _____ hereinafter called Producer, you or your and _____ of _____ also called General Agent.

The Producer is a: Corporation Partnership Individual .

We hereby authorize you to solicit applications for all forms of individual life insurance and annuities for us, to forward applications to us for approval or rejection and to collect only the initial payment due on such application upon the terms and conditions of this Agreement. In consideration of the authority conferred upon you by us, the parties hereby agree to be bound by the terms and provisions of this Agreement.

Your relationship shall be that of Independent Contractor only and nothing herein shall be construed to create the relationship of employer and employee between us. In the performance of any and all of the obligations hereunder, you shall be acting as a producer and not as an employee, partner or associate of ours, and you shall not hold yourself out in any capacity other than as a producer authorized to solicit and submit applications to us.

SECTION TWO
AUTHORIZATION, DUTIES AND LIMITATIONS OF AUTHORITY

- A. Authorization: The Company hereby authorizes you to solicit and submit applications for insurance, and to collect initial premiums.

- B. Duties of the Producer
The Producer shall:
 - 1. Solicit and transmit applications for policies to be issued by the Company;
 - 2. Render services to policyholders and beneficiaries of policies as required by the Company;
 - 3. Remit promptly to the Company, for credit only against the proper account, any and all monies or securities received by you as full or partial payment of premiums, bills, accounts, charges and other items of any nature whatsoever, and until such monies and securities are remitted, hold them in trust for the benefit of the Company. You may not offset compensation or other amounts owed to you against any premiums held in trust for the benefit of the Company;
 - 4. Promptly forward to the Company all information which comes into your possession concerning the underwriting of any risk whether such information bears favorably or unfavorably on such underwriting;
 - 5. Maintain proper records and accounts of business transacted under this Agreement, in such manner and form as may be required by the Company, which records shall be the property of the Company, whether or not paid for by the Company; and make such records and accounts available to the Company, with reasonable notice, during all business hours;

6. Allow the Company, its representatives and accountants to conduct at any time, with prior notice, whatever audit of your books and records the Company deems necessary with respect to the business transacted by you under this Agreement;
 7. Comply with the continuing education requirements for insurance agents and brokers under applicable law;
 8. Generally endeavor to promote the interests of the Company as contemplated by this Agreement and conduct yourself so as not to affect adversely the business or reputation of the Company;
 9. Comply with all rules, procedures and regulations of the Company;
 10. Obtain prior approval before the use of any advertising material, brochure, letters, illustrations or training manuals relative to the Company or its products. The Agency agrees to refrain from using the Company's logos or trademarks in any way without obtaining the Company's prior written consent.
 11. Receive compensation for services hereunder in accordance with the Supplemental Agreement attached hereto. The company reserves the right to alter or amend the compensation formula after thirty days written notice;
 12. Exert your best efforts to keep all insurance produced by you in full force and effect;
 13. Notify the Company of any consumer complaint, regulatory investigation, disciplinary action, judicial proceeding and the like involving you or any of your sub-producers, if any, with respect to the marketing or sale of the Company's products, or any activity in connection therewith;
 14. Comply with all applicable state and federal statutes, rules and regulations, including but not limited to insurance, privacy, unfair trade practices, rebating, money laundering and fraud.
- C. Limitation of the Producer's Authority: You have no authority to, nor shall you represent yourself as having such authority to, nor shall you do any of the following:
1. Hold yourself out as an employee, partner, joint venturer or associate of the Company;
 2. Hold yourself out as an agent or broker of the Company in any other manner, or for any other purpose, than is specifically prescribed in this Agreement;
 3. Alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, illustrations, receipts, contracts, questions, statements or answers on any application of insurance of the Company in any respect;
 4. Collect any premiums or payments on behalf of the Company whatsoever, except initial premiums or additional annuity contributions;
 5. Bind the Company on any application for, or policy of, insurance, unless provided for in a conditional receipt authorized by the company;
 6. Guarantee any premiums, interest rates, or dividends or any provision unless guaranteed in a policy;
 7. Incur any debts or liability for or against the Company.
- D. Territory: The producer may solicit business and collect first premiums on behalf of the Company in any state in which both the Company and the producer are licensed to transact insurance business. The territory is not assigned exclusively to the producer.

- E. The Company's Right to Reject Applications and Cancel or Rescind Policies: The Company reserves the right, in its sole discretion and without liability to you, to disapprove or reject any application submitted, to limit or restrict the amount or plan of any policy it shall issue, to require a higher premium than that applied for, to rescind any existing policy when appropriate, to alter or withdraw policies offered from time to time, and to introduce new policies.
- F. Assignability: The duties and liabilities of this Agreement are not assignable. Only the licensed Producer of this Agreement is authorized to act on behalf of the Company.

SECTION THREE
RESTRICTIONS AND CONFIDENTIALITY

- A. Customer List: You hereby acknowledge that the list of the names and addresses of SBLI customers who purchase or have purchased SBLI policies or contracts through you shall be the joint property of the Company and you.
- B. Confidentiality: Except as authorized under this Agreement or by the Company, you will not directly or indirectly use, disseminate, refer or reveal to any other party the contents of any customer files, any list of SBLI policyholders or any proprietary information as hereinafter defined, either during the term of this agreement or at anytime after its termination.
- C. Proprietary Information: All the information and materials provided by the Company to you remain proprietary to the Company, including but not limited to contracts, origination credit schedules, administrative manuals and any other operations manuals. You shall not disclose any such information or materials or use them except as may be required to carry out your obligations hereunder. All underwriting records, claim records, applications, claim forms, and correspondence relative to the insurance provided under the Policy are the property of the Company. You shall protect the confidentiality of all such documents and records. Any such material in your possession shall be promptly delivered to the Company on request.
- D. Replacement: You agree to refrain from taking any action to induce any SBLI customer to terminate, reduce or replace any existing SBLI policy or contract unless after a suitability analysis you can demonstrate that the replacement is in the best economic interests of the customer. Any such analysis shall include a comparison of cost indices under model NAIC cost disclosure regulations and a rate of return analysis if whole life insurance is involved. Disclosure of a new contestable period and suicide clause, if applicable, shall also be included.
- E. Corporate Responsibility: The Producer shall be liable for any violation of this agreement, the responsibility for which will not be limited to the individual officers or employees of the Agency, if any. No officer or employee of the Agency shall perform any act on behalf of the Company until he or she is duly licensed and has executed an individual producers agreement with the Company
- F. Litigation: The Producer shall not initiate litigation in any dispute between itself and the General Agent or any applicant or policyholder of the Company without prior written notification of the Company.

The Producer acknowledges that injunctive relief to restrain any threatened or further violation of this agreement is appropriate and necessary since there may be no adequate remedy at law to protect the Company's unique assets and property rights. The Producer may not commence or maintain any legal action against the Company during any time period when it has received premiums for SBLI coverage and has failed to remit the same to the Company.

- G. Applicable Law and Venue: This Agreement is signed by the Company at its headquarters in Woburn, Massachusetts, and shall be subject to and governed by and construed in accordance with Massachusetts law, without giving effect to the principles of conflict of laws. You acknowledge that this Agreement has a substantial legal nexus to Massachusetts and you agree that any disputes arising hereunder or related hereto shall be exclusively resolved (irrespective of federal jurisdiction, which is hereby expressly waived) in the

courts of Middlesex County, Massachusetts, and you irrevocably waive any objection to the laying of venue in such courts. You further agree to submit disputes, to the effectiveness of the service of process, summons, notice or document by registered U.S. mail, return receipt requested, addressed to your last known address.

- H. Errors and Omissions Coverage: Producer agrees to obtain Errors and Omissions coverage in accordance with the rules of the Company now in force and as may hereafter be adopted.
- I. Indemnity: Producer shall at all times indemnify and save harmless the Company and its officers, agents and employees of and from any and all suits, actions, losses, damages, claims, expenses (including but not limited to the Company's legal expenses) and liability, of any character, type or description, arising out of or occasioned by or arising out of your conduct or that any of your officers, employees or sub-producers, if any, or arising out of any errors or omissions committed by your or any of them.

SECTION FOUR COMPENSATION

- A. Commission: The Producer agrees to receive compensation for services at a rate based on the schedule attached hereto. All commissions earned and chargebacks will be based upon only sales completed after the date of this Agreement. The total commissions earned will be paid to the Producer on a monthly basis. Charge backs will be paid by the Producer to the Company on a monthly basis.
- B. Forfeiture: If at any time you engage in the conduct described below, you will forfeit your right to all commissions from and after that time, and all commissions will become the Company's property:
1. withhold or misappropriate any money or other property belonging to the Company;
 2. subject the Company to liability due to your misfeasance or malfeasance;
 3. commit an act of fraud or embezzlement;
 4. fail to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction over this Agreement;
 5. fail to conform to the rules and regulations of the Company;
 6. engage in conduct that is grounds for suspension, revocation or termination of your insurance license;
 7. without the Company's prior written consent, induce or try to induce any agent appointed by the Company to end his/her relationship with the Company;
 8. fail to pay any indebtedness to the Company on demand;
 9. systematically replace the Company's policies with other companies' policies.
- C. Refunds: Should the Company for any reason refund any premium on any policy subject to this agreement, Producer shall repay, on demand, any commission received on that premium.
- D. Debts: If you owe money to the Company or any of its affiliates at any time for any reason, you understand and agree that:
1. any amount (including commissions) that you must repay to the Company or any of its affiliates are a debt that is due and payable upon demand;

2. interest may accrue and be payable on your debt beginning on the date of the event that creates your obligation of payment;
3. interest shall be at the rate of 12% per annum (or such lesser rate which is the maximum rate permitted by law) and the Company may also charge you costs and reasonable fees (including attorneys fees) if your debt is referred to a third party for collection;
4. any amounts that you owe the Company, or any of its affiliates, are and shall be secured by first lien against any compensation that may be or become due or payable to you, which first lien is hereby granted to the Company by you and the lien hereby created shall not be extinguished by the termination of this Agreement;
5. any amounts payable or that become payable to you hereunder shall be subject to a lien and right of setoff for any debt from you to the Company, or any of its affiliates, whether then existing, contingent or not yet matured, all in such amounts as the Company may reasonably determine;
6. because your commission earnings act as security (under the previous paragraph) for any amounts that you owe to the Company, or any of its affiliates, you agree that with respect to any policies to which this Agreement relates, you will not induce or try to induce the reduction or stoppage of premium flow, or the transfer of premiums (in whole or in part) to any other insurance company or to any other investment instrument, for so long as any amounts are owed to the Company, or any of its affiliates, by you (including after termination of this Agreement).

SECTION FIVE TERMINATION

- A. Voluntary Termination: This Agreement may be terminated by either party with or without cause, by mailing a notice of termination to the Party's last known address. The termination will be effective 15 days from the date of the mailing or upon receipt, whichever is earlier.
- B. Automatic Termination: This Agreement terminates automatically:
 1. Upon your death or total disability;
 2. Upon the revocation, or suspension or your Agent's or Broker's, or Producer's license;
 3. Upon the dissolution of the Company or the disqualification of the Company to do business under applicable laws;
- C. Records Upon Termination: All supplies and forms kept in accordance with this Agreement, shall be turned over to the Company immediately upon receipt of notice of termination of this Agreement. The Producer is prohibited from photocopying or appropriating for his use the information contained therein.

SECTION SIX GENERAL PROVISIONS

- A. Entire Agreement: This Agreement constitutes the entire agreement among the parties pertaining to the subject matter contained herein and supersedes all prior agreements, representations and understandings of the parties.
- B. Amendments: This Agreement may be amended only by a written instrument, executed by the President or a Vice President of the Company, which expresses by its terms an intention to modify this Agreement.

- C. Waiver: No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the party making the waiver.
- D. Number and Gender: Whenever required for proper interpretation of this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- E. Governing Law: This Agreement is a Massachusetts contract and will be construed in accordance with the laws of the Commonwealth of Massachusetts.
- F. Survival: The termination of this agreement will not terminate the rights and responsibilities hereunder which can reasonably be construed to survive beyond contract termination, including but not limited to the provisions contained in sections 3 and 4 hereunder.
- G. Assignment: The rights and responsibilities hereunder may not be assigned, delegated or assumed without the specific written assent of the parties.
- H. Severability: If any term or provision of this contract shall be found to be void or unenforceable, such finding shall have no effect upon any other term or provision of the agreement, which will be given full force and effect.
- I. Effective Date: This Agreement shall become effective on the date of execution of this Agreement.

IN WITNESS WHEREOF, this Supplemental Agreement has been signed by the parties.

THE SAVINGS BANK LIFE INSURANCE COMPANY OF MASSACHUSETTS (Company)

By: _____ Date: _____

By: _____ Date: _____
 General Agent Signature

By: _____ Printed Name: _____
 Individual Producer Signature

Date: _____ Address: _____

 Name of Corporate Producer

 Producer Signature / Title

Date: _____

Address: _____

Request for Direct Deposit of Commission Payments

Producer Name: _____

SBLI Producer No: _____ / _____

Bank Name: _____

ABA Routing Number: _____

Bank Address: _____

Account Number: _____

Account Name:* _____

Account Type: ___ Checking
 ___ Savings

I (we) hereby authorize The Savings Bank Life Insurance Company of Massachusetts (SBLI) to initiate electronic credit entries for and or/deposit all commission payments for the above mentioned producer, as they become due, to my (our) account at the depository bank listed above. I (we) understand that this agreement shall remain in effect until SBLI has received written notice from me (or either of us) of its termination and has reasonable time and opportunity to act. I (we) understand that if it shall be found that, as to any payment, the amount of which was deposited as herein provided, I (we) was not entitled thereto, I hereby authorize the said depository bank to refund the amount of any such payment to SBLI and to charge to the account listed above the amount of any sum so refunded.

Signature of Producer

Date

Signature of 2nd Depositor, if any

Date

BE SURE TO INCLUDE A VOID CHECK