

# PARTNERING WITH LINCOLN FINANCIAL GROUP®



Gateway to Sales  
Management Level



Insurance products are issued by insurance affiliates of Lincoln Financial Group.

# Welcome to Lincoln Financial Group

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

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

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

Contracting and Appointments received from producers residing in "Pre-Appointment" states are processed immediately. (Producers may solicit upon receipt of appointment approval.)

## INSTRUCTIONS FOR COMPLETION OF FORMS

### MANAGING AGENCY SECTION

- ☐ Completed Wholesaling New Account From PS07193MGMT-1

### MANAGING AGENCY PRINCIPAL SECTION

Principal's Name: \_\_\_\_\_

#### COMPLETE AND PROVIDE THE FOLLOWING:

- ☐ Professional Profile LA02296
- ☐ Fair Credit Reporting Act Disclosure & Authorization LA02298
- ☐ Signed Producer Agreement BJ-02300
- ☐ Business Associate Agreement (PS10515)
- ☐ AML certification LA06554
- ☐ FASTCASH form - Electronic Funds Transfer (EFT) Authorization Form - GB02303
- ☐ **General Annuity and Product-Specific Training Requirements**  
<http://naic.pinpointglobal.com/LincolnFinancial/Apps/default.aspx>
- ☐ Long Term Care Continuing Education Requirements can be located on LFD.com.  
After login Select the Conducting Business Tab; Contracting & Appointments section.

#### Optional

- ☐ Financial Owner Assignment BJ-02305

### Return completed packet to your Manager

### MANAGER SECTION

Manager's Name: \_\_\_\_\_

- ☐ Verify that information above has been completed and all requested documents are attached
- ☐ Complete CompBuilder PS011685
  - **VERY IMPORTANT** - The hierarchy section dictates Payouts (commission & override) - be sure to include names and agent numbers for all parties in the hierarchy.
- ☐ Mail completed packet to:  
  
Lincoln Financial Group  
Producer Solutions Operations  
1301 S. Harrison St.  
Fort Wayne, IN 46803  
**OR** Email to [contracting@lfg.com](mailto:contracting@lfg.com)  
**OR** Fax to 603-226-5311

## A. Personal Information

☐ Male ☐ Female

Full Name: \_\_\_\_\_ Nickname: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Business Street: \_\_\_\_\_ ☐ Suite ☐ Floor \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email address: \_\_\_\_\_

Home Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Physical Address Required

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

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

## B. Contracting As ☐ Individual or ☐ Corporation

## C. Errors and Omissions Insurance (E&O) Coverage Attestation (Required)

I am currently covered under professional liability insurance (referred to as Errors & Omissions coverage) with (E&O Carrier Name) \_\_\_\_\_.

As a requirement of my contract with The Lincoln National Life Insurance Company, Lincoln Life & Annuity Company of New York, and any affiliates ("Lincoln"), coverage will be maintained for at least \$1 Million per act and per aggregate\* and include the sales and service of insurance products sold under my contract with Lincoln. By signing the part E. authorization below, I attest to the above and I agree to promptly notify Lincoln of any cancellation or major modifications to my coverage including a change in carrier. I agree to provide Lincoln with any requested documentation of coverage prior to initial contracting and as may be requested by Lincoln in the future.

\*If you are or become FINRA registered with a Lincoln Broker-Dealer, there are different E&O requirements and the above does not apply.

## D. Licenses Held

List states in which you wish to be appointed: \_\_\_\_\_

NPN: \_\_\_\_\_

FINRA License ☐ Yes ☐ No CRD # \_\_\_\_\_ Broker/Dealer \_\_\_\_\_ Tax ID: \_\_\_\_\_

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

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

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

Signature of Applicant \_\_\_\_\_

Date \_\_\_\_\_

Applicant Personal E-mail: \_\_\_\_\_

(This will be used by the Lincoln National Life Insurance Company to communicate personal and confidential background investigation questions or decisions with you in relation to your initial application for contracting or appointment.)

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

LA02296

LLA1105-0103



## Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

**Access to Debit-Check Information:** You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

### AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

#### BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) \_\_\_\_\_ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) \_\_\_\_\_ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) \_\_\_\_\_ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) \_\_\_\_\_ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) \_\_\_\_\_ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

**Agent/Agency Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

#### FOR COMPANY USE ONLY

##### AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: \_\_\_\_\_

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

Name and Title: \_\_\_\_\_



**Disclosure Of Use Of Consumer Reports**

As part of the appointing and/or contracting process, The Lincoln National Life Insurance Company and its affiliates (hereinafter, Lincoln), request consumer reports on prospective producers. From time to time after appointing and/or contracting, Lincoln reserves the right to request consumer reports on its producers in connection with their contracts or new appointments. Occasionally, Lincoln requests investigative consumer reports, which include personal interviews with sources such as your neighbors, friends, associates and/or former employers. Consumer reports and investigatory consumer reports may include information about any or all of the following: your character, general reputation, personal characteristics, mode of living, education, past employment, credit report, professional credentials or driving and criminal record. If we request an investigative report, we are required by the Fair Credit Reporting Act to notify you within three days after the report is requested, and if you make a written request, we are obligated to disclose to you within five days the nature and scope of the investigation requested. Consumer reports and investigative consumer reports, as well as other information in your file, may be shared among Lincoln Financial Group and its affiliates and parties recruiting and recommending your appointment unless you direct otherwise.

**California, Minnesota and Oklahoma applicants and residents:** I have the right to request a copy of any report obtained by Lincoln from a consumer reporting agency by initialing here \_\_\_\_\_ (initial only if you wish to receive a copy)

**Minnesota applicants only:** I understand that I may request a complete and accurate disclosure of the nature of any report obtained by Lincoln.

**New York applicants only:** I acknowledge that I have received the attached copy of Article 23A of New York's Correction Law. I further understand that upon request I will be advised if any investigative consumer reports are requested and provided the name and address of the consumer reporting agency, and I may receive a copy of any report by contacting said agency.

**Massachusetts and New Jersey applicants only:** I have the right to request an investigative consumer report from a consumer reporting agency.

**Washington state applicants only:** I understand I have the right to request from the consumer reporting agency a written summary of my rights and remedies under the Washington Fair Credit Reporting Act.

**Authorization**

I authorize The Lincoln National Life Insurance Company and its affiliates to request and obtain one or more consumer reports and/or investigative consumer reports about me for appointing and/or contracting purposes, and to share such information within Lincoln Financial Group and its affiliates as well as with parties recruiting and recommending my appointment unless I direct you otherwise.

Name (Sign): \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

# NEW YORK CORRECTION LAW ARTICLE 23-A

## A COPY OF THIS LAW IS BEING PROVIDED TO YOU IN CONJUNCTION WITH OUR ORDERING BACKGROUND REPORTS ON YOU.

### New York Bus Code §380-c(b)(2) and 380-g(d)

**§750. Definitions.** For the purposes of this article, the following terms shall have the following meanings:

- (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

**§751. Applicability.** The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

**§752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.** No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individuals having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of 'good moral character' when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

**§753. Factors to be considered concerning a previous criminal conviction; presumption.** 1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.
- (f) The seriousness of the offense or offenses.
- (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
- (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

**§754. Written statement upon denial of license or employment.** At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

**§755. Enforcement.** 1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

This agreement (hereinafter the "Agreement") by and between The Lincoln National Life Insurance Company, an insurance company organized and existing under the laws of the State of Indiana and Lincoln Life & Annuity Company of New York, an insurance company organized and existing under the laws of the State of New York, and any affiliate or subsidiary, and any subsequent affiliate or subsidiary designated hereafter from time to time by notice or designated on a Schedule (hereinafter collectively referred to as the "Company," "Companies" or "Lincoln") and \_\_\_\_\_ (Name of Organization or Individual hereinafter referred to as the "Producer").

WHEREAS, Lincoln is the issuer of life insurance, annuities and other insurance products (the "Policy" or "Policies"), which are more particularly described in this Agreement and Compensation Schedule A1/B1, (which is made part of this Agreement and which Producer must obtain from Producer's associated agency or broker dealer) and;

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

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

**1. Contracting of the Producer.** Lincoln hereby contracts the Producer to:

- a. subject to the provisions and limitations set forth in this Agreement, solicit sales of the Policies in all jurisdictions in which the Producer is properly licensed under state law and appointed under existing Company guidelines; and in which the Policies may legally be issued using forms, rates and guidelines provided by the Company;
- b. promptly deliver the Policies when the conditions governing such delivery have been met;
- c. collect the initial modal premium necessary to place in force or to reinstate the Policies in the form of a check payable to the Company; and
- d. service the policy owner (may also be referenced as "policyholder").

While this Agreement is in effect and pursuant to Section 6 below, Lincoln may revoke the appointment of Producer with respect to subsections (a), (b) and (c) above by not paying the state insurance department appointment fees or any renewals thereof. Lincoln will notify the Producer of such determination. The authority granted to Producer under subsections (a), (b) and (c) above is revoked during the period for which such fees are not paid, and Producer shall not be authorized to perform the acts set forth in those subsections. Should Producer desire to reinstate such authorization, Producer shall notify Lincoln in writing of such intent. Lincoln, at its option and in its sole discretion may make a determination to pay such fees.

**2. Company Independence.** Each Company's products are separately underwritten and are the sole obligation of the issuing insurer. The Companies are members of Lincoln Financial Group. Lincoln Financial Group is the marketing name for the Lincoln National Corporation and its subsidiaries. Lincoln National Corporation is not responsible for financial obligations of these Companies.

**3. Independent Contractors.** Producer understands and agrees that all services performed under this Agreement as a Producer are performed as an independent contractor, not an employee. No provision of this Agreement or any policy or procedure of the Company shall be construed to create the relationship of employer and employee between Producer, the Company or any of its affiliates.

Producer agrees to be governed in the performance of his/her duties by the terms and conditions of this Agreement and by the policies and procedures applicable to Producer established by the Company from time to time.

Producer understands that the Company assumes regulatory risks as well as financial and administrative costs as a result of Producer's affiliation with the Company and therefore Producer agrees to meet production standards as may be amended by the Company from time to time at the sole discretion of Company. The current production standard is available by request.

Producer shall exercise his/her discretionary judgment as to the time of day as well as the nature and manner in which he/she performs services for the Company subject to any Company oversight requirements required by any rule, regulation or regulatory guidance. Producer shall be responsible for the cost of running his or her own business, including but not limited to, office space, support staff, employees, Errors & Omissions insurance, tools and instrumentalities for performing services under this Agreement. Producer shall be permitted to exercise his/her own discretionary judgment as to whom to offer and solicit the products and services offered and solicited, and the territory in which he/she conducts business, subject to Producer's compliance with all suitability, standard of care and other requirements of Company's policies and procedures and all applicable federal, state and self-regulatory organization laws, rules, regulations, and regulatory guidance, including, but not limited to, those promulgated by the Security Exchange Commission ("SEC"), the Financial Industry Regulatory Authority ("FINRA"), the Department of Labor ("DOL") and the applicable state insurance regulatory agency ("Applicable Law"). The Company reserves the right to accept or reject any or all business submitted to the Company by Producer. In all cases in which the question of credit for business, confirmation of orders, or compensation is not definitely stipulated herein, the decision of Company shall be final. Producer is not required to exclusively offer or solicit products of Company and may in his/her discretion offer and solicit business on behalf of other companies. Producer shall pay all expenses in connection with conducting business as a Producer and shall comply with all applicable federal, state and self-regulatory organization laws, rules, regulations, and regulatory guidance relating thereto.

**4. Limitation of Authority.** The Producer's authority to act on behalf of the Lincoln entity that appoints Producer shall extend no further than stated in this Agreement. The Producer shall not:

- a. make, waive, or change any questions, statements, or answers on any application for a Producer Agreement, this Agreement itself or any application for the Policies, the terms of any receipt given thereon, or the terms of the Policies;
- b. extend the time for payment of premiums or waive any premiums, or forfeiture or guarantee dividends, earnings or rates, or estimate future interest, mortality or expense factors except through the use of authorized illustrations and projections approved by Lincoln;
- c. deliver the Policies unless the health of the Insured(s), Owner(s), or Annuitant(s) is substantially unchanged from the date of the application;
- d. incur any debts or liabilities for or against the Company;
- e. receive any money for the Company except premiums as authorized in Section 1(c) above, in the form of a check payable to the Company;
- f. misrepresent, or fail to disclose accurately, the terms or nature of the Company's Policies;
- g. pay any premiums on the Policies other than the Producer's own or those of the Producer's immediate family members;
- h. solicit business in a state where the Policies are not approved for sale;
- i. solicit business in a state where the Producer is not authorized, appointed or licensed;
- j. violate any published Lincoln policy or procedure relating to Stranger Owned Life Insurance (STOLI) (or any other investor owned or originated life insurance or annuity) sales and viatical/life settlements; or
- k. enter into any proceeding in a court of law or before a regulatory agency in the name of or on behalf of Lincoln.

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

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

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

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



**7. Compliance.** The Producer agrees to abide by the terms and conditions of this Agreement, the Producer's Compensation Plan or Schedule C, if any, the Market Conduct Manual, and any rules relating to the Company's business as may be published, or contained on the Company's website, from time to time. The Producer shall fully comply with Applicable Law. The Producer acknowledges and agrees that nothing in this Agreement shall cause or require the Company to provide any investment advice or recommendation.

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

**9. Standards of Care.** Producer agrees to at all times uphold and comply with the standards of care and conduct required by Lincoln's policies, procedures and Market Conduct Manual and all federal, state, and SRO laws, rules, regulations, and regulatory guidance applicable to Producer's performance of his/her duties and obligations under this Agreement.

When making recommendations to, providing advice to, or otherwise dealing with Lincoln's customers, Producer agrees to at all times comply with the following, as amended from time to time: (a) applicable Lincoln policies, procedures and Market Conduct Manual; (b) the suitability and/or best interest requirements and other standards of care and conduct imposed by the SEC and FINRA; (c) the disclosure, care, conflict of interest, and other obligations imposed by the SEC pursuant to Regulation Best Interest ("Reg BI") and related SEC rules, regulations, and interpretations (and any successor laws and SEC rules, regulations, and interpretations); (d) applicable standards of care and conduct imposed by state securities and insurance authorities; and (e) if applicable, the standards of care and conduct imposed pursuant to the Employee Retirement Income Security Act of 1974, as amended, related rules, regulations, and interpretations of the DOL, and any applicable provisions of the Internal Revenue Code of 1986, as amended.

To the extent that Producer is the holder of any professional designation that requires Producer to uphold and comply with additional standards of care or conduct developed by the professional organization issuing such designation, Producer acknowledges, understands, and agrees that Producer is solely responsible for fully understanding and complying with such additional standards of care and conduct.

**10. Confidential Information and Protection of Non-Public Personal Information.** During the term of this Agreement and thereafter, Lincoln and Producer agree to maintain Confidential Information in strict confidence and in a manner to safeguard against unauthorized access, disclosure, use, destruction, loss or alteration in accordance with the Gramm-Leach-Bliley Act, Regulation S-P, the relevant state and federal regulations pursuant thereto and other applicable federal and state privacy laws (collectively, "Privacy Laws") as well as all procedures and rules and any other guidelines issued by Lincoln from time to time. Confidential Information shall mean (1) any data or information that is proprietary to the disclosing party and not generally known to the public, whether in tangible or intangible form, including, but not limited to, any information relating to a party's marketing strategies, business systems, databases, and (2) any customer or consumer specific data deemed to be "non-public personal information" under the Privacy Laws.

- a. Specifically, with regard to consumer or customer non-public personal information, the Producer and Lincoln agree that they are prohibited from using consumer or customer non-public personal information other than (1) to execute the terms and conditions of this Agreement as permitted by the Privacy Law or (2) as required by state or federal law, regulation or rule. The Producer and Lincoln agree not to disclose consumer or customer non-public personal information to any third parties without prior written permission of the disclosing party. The Producer and Lincoln shall promptly report to the other party any unauthorized disclosure or use of any Confidential Information of which it becomes aware.
- b. Upon request, the Producer and Lincoln shall return to the other party or destroy (and provide an appropriate written destruction certificate) all Confidential Information in its possession or control. No disclosure by the Producer or Lincoln of Confidential Information of such party to the other party shall constitute a grant to the other of any interest or right whatsoever in such Confidential Information, which shall remain the sole property of the disclosing party.
- c. Lincoln has the right to make reasonable requests to inspect, during normal business hours, Producer's facilities, data and records, associated audit reports, summaries of test results or equivalent measures taken by a party to ensure compliance with Applicable Law for the purposes of verifying that the confidentiality provisions of this Agreement are being complied with. This Section shall survive the termination of this Agreement.
- d. The Producer understands and agrees to comply with all terms as set forth in the "Agreement with Business Associate Regarding Use & Disclosure of Consumer Health and Financial Information" in regard to maintaining confidentiality in respect to customer information that has been previously executed by Producer.



**11. Investigations; Customer Complaints.** The Producer agrees to cooperate fully in any insurance or other regulatory or judicial investigation or proceeding arising in connection with the Policies, Company, or Producer. The Producer shall permit appropriate federal and state insurance and other regulatory authorities to audit the Producer's records and shall furnish the foregoing authorities with any information which such authorities may request in order to ascertain whether the Producer is complying with all applicable laws and/or regulations. The Producer shall promptly notify the Company of any customer complaints with respect to the Policies and to cooperate with Company in resolving all customer complaints with respect to the Policies, or Producer.

**12. Books and Records.** The Producer shall maintain thorough and correct books, accounts and records of all transactions covered by this Agreement as required by Applicable Laws. The Producer shall preserve and hold all documents, correspondence and records that come into the Producer's possession or control relating to the Policies as long as the Policies remain in force. The books, accounts and records of the Producer shall clearly and accurately disclose the nature of details of the Producer's activities related hereto. The Producer shall take appropriate action to keep confidential all information obtained pursuant to this Agreement (including, without limitation, names of purchasers of the Policies) as set forth under Section 10. The Company shall have access to all books, accounts and records of the Producer, its employees, or producers assigned to it. This Section shall survive termination of this Agreement.

**13. Sales Practices.** The Producer shall be responsible for offering the Policies for sale in accordance with all Lincoln rules and procedures then in effect and all Applicable Law. All applications for the Policies shall be made on application forms supplied by Lincoln and all payments collected by the Producer shall be remitted promptly in full, without deduction or setoff, together with such application forms and any other required documentation, including temporary insurance agreements, directly to Lincoln at the address indicated on such application or to such other address as Lincoln may, from time to time, designate in writing. The Producer shall review all such applications for completeness and suitability. Checks in payment on any Policy shall be drawn to the order of "The Lincoln National Life Insurance Company," or "Lincoln Life & Annuity Company of New York," as applicable. All applications are subject to acceptance or rejection by Lincoln at its sole discretion. All records of information obtained hereunder by the Producer shall not be disclosed or used except as expressly authorized herein, and the Producer will keep such records and information confidential, to be disclosed only as authorized or if expressly required by federal or state regulatory authorities.

**14. Sales Promotion Materials and Advertising.** "Sales Promotion Material" and "Advertising" are defined as material designed to create public interest in the Policies, or to induce the public to purchase, increase, modify, reinstate or retain a Policy, including:

- a. printed and published material, audiovisual material, descriptive literature used in direct mail, newspapers, magazines, radio and television scripts, billboards, and similar displays;
- b. descriptive literature and sales aids of all kinds, including circulars, leaflets, booklets, depictions, illustrations and forms;
- c. letters, whether in the form of computer software or printed materials; and
- d. material used for training and education which is designed to be used or is used to induce the public to purchase, increase, modify, reinstate, or retain a Policy.

The Producer shall be provided with illustrations relating to the Policies and such other material as Lincoln determines to be necessary or desirable for use in connection with sales of the Policies. No sales promotion materials or any advertising relating to the Policies shall be used by the Producer unless the specific item has been approved in writing by Lincoln. While Lincoln stationery may be made available to the Producer, it is to be used only when promoting the Company's products exclusively. In addition, the Producer shall not print, publish or distribute any advertisement, circular or any document relating to Lincoln unless such advertisement, circular or document is approved in advance and in writing by Lincoln.

The Producer acknowledges and agrees that any marketing materials, advertising or sales promotion materials, template documents, illustrations, analyzers, compliance assistance, the Market Conduct Manual, or other information provided by Lincoln to the Producer or any of its representatives (including, but not limited to, any such materials, templates, illustrations, analyzers, compliance assistance or other information intended to assist the Producer in fulfilling their disclosure obligations under any rule, law, regulation or regulatory guidance) are not, and shall not be construed as a recommendation provided directly or indirectly by the Company.

**15. Company Property.** The Producer agrees that all policyholder files, lists of policy owners or insured persons, records and premium accounts are the property of Lincoln, and may be audited or inspected as Lincoln may require. All computer software containing the rates and values of products issued by Lincoln, all Lincoln rate books, computer printouts, forms, policies, brochures, sales promotion materials, whether in hard copy or computer format, whether containing the name/logo of Lincoln or any affiliated company remains the property of Lincoln and are furnished to the Producer in confidence, and the Producer agrees to refrain from reproducing, publishing or disclosing such material other than in the ordinary course of business or with the written consent of Lincoln. The Producer further agrees that all such property shall be returned to Lincoln upon demand or upon termination of this Agreement. Upon termination of this Agreement for any reason, the Producer further agrees not to use any such material for Producer's commercial purposes or for that of any other entity.

**16.E & O Coverage.** The Producer shall maintain errors and omissions insurance in an amount and with a company satisfactory to Lincoln. Lincoln may require evidence satisfactory to it that such coverage is in force, and the Producer shall give Lincoln prompt written notice of any notice of cancellation or change of coverage.

**17.Territory.** This Agreement does not confer any exclusive right or territory upon the Producer and the Company reserves the right:

- a. to appoint additional individuals or organizations which hold a Producer's Agreement in such locale who also shall have the right to recommend appointment of Producers by the Company;
- b. to establish and maintain other or additional offices in the same locale; and
- c. to appoint Producers in such locale as recommended by others.

**18.Schedule C.** Producer shall be placed by Lincoln into a certain producer classification based upon distribution channel that Producer is contracted through. Producer's classification shall be reflected in the applicable Schedule C for each classification. Each such Schedule C, if any, may be amended from time to time at Lincoln's sole discretion. The terms and conditions of the Schedule C, if any, that are for the Producer's current classification are made a part of this Agreement by reference and have been previously distributed to Producer (if applicable). Lincoln may reclassify the Producer from time to time. The Producer will be notified of any such reclassification prior to the effective date of the new classification. Any change to a different level typically will be based on announced or required production levels, but may also be based on other considerations such as changes in field management or organization, or changes in marketing strategy. The new classification will apply to business produced after the effective date of the Producer's reclassification.

**19.Compensation.**

- a. **Commissions.** The Producer shall be compensated in accordance with the terms of this Agreement, the Schedule of Commissions set forth in Schedule A1/B1 or the applicable Schedule C, if any, for the Producer's classification. Producer shall be responsible for obtaining the applicable schedules from Producer's affiliated agency or broker dealer. Commissions shall accrue only after issuance and delivery of the Policy, after the due date of the premium and after the premium is received by Lincoln. Commissions on premiums paid in advance shall accrue only on the regular premium due dates of such premiums. No commissions shall be payable on account of waived premiums or on interest or loan payments collected. Under no circumstances are commissions accrued following the Producer's participation in any conduct deemed "for cause" as defined in Section 20. Compensation on extra premiums, conversions, exchanges, replacements and other special situations not provided herein shall be governed by Lincoln's rules and practices in effect at that time. The rate of and the right to receive compensation on any policy not listed in Schedule A1/B1 or requiring special underwriting shall be determined by the published schedule of commissions for that product or rules of the Company in effect at that time, or by a separate written agreement with the Producer signed by a duly authorized representative of the Company. No applications shall be accepted nor shall any compensation be paid on Policies which are not approved in the state where written. In order to receive any compensation, the Producer must be licensed and appointed with Lincoln in the Policy's state of issue at the time of Policy issue. In addition, without assuming any obligation to monitor the Producer's compliance with Applicable Law, the Company reserves the right in its sole discretion without prior notice to amend or revoke any provision of the compensation schedule or withhold any payment otherwise payable thereunder, including with respect to a Policy that is outstanding, that the Company has a reason to believe may violate Applicable Law, including but not limited to any potential nonexempt prohibited transaction.
- b. **Lincoln Refund of Premiums.** Lincoln, in its sole and absolute discretion, may reject any applications or payments remitted through the Producer and may refund an applicant's payments to the applicant. The Company may in its discretion settle any claim of policy owners or others in connection with any consumer complaint or any threatened or pending lawsuit as a result of any claimed improper or unauthorized action or statement in marketing the Policy. In the event a refund of premium is made for any reason and if the Producer has received compensation, including renewal commissions, the Producer shall promptly repay such compensation to Lincoln. If repayment is not promptly made, Lincoln may at its sole option deduct any amounts due Lincoln from the Producer from future commissions otherwise payable to the Producer. Any compensation chargebacks shall be made in accordance with the Company policy. This Section shall survive termination of this Agreement.
- c. **Changes to Commission Schedule.** Lincoln may change the schedule of sales commissions at any time. Any such change shall apply to compensation due on applications received by Lincoln after the effective date of such change.

d. **Restrictions.**

- i. The Producer agrees that the Producer shall not, whether or not permitted by law: (1) rebate or offer to rebate all or any part of a premium on a Policy, directly or indirectly; (2) withhold any premium on a Policy; (3) rebate or offer to rebate all or any part of a commission paid or payable upon the sale of a Policy; or (4) promote fee splitting or commission sharing arrangements. Violation of such Company rules, laws or regulations shall be grounds for termination of this Agreement by Lincoln.
  - ii. If the Producer shall at any time induce or endeavor to induce any owner of a Policy to relinquish the Policy except under circumstances where there are reasonable grounds for believing that the Policy (contract or certificate) is not suitable for such person, any and all compensation due the Producer so acting shall cease and terminate.
  - iii. Nothing in this Agreement shall be construed as giving the Producer the right to incur any indebtedness on behalf of Lincoln. Lincoln is hereby authorized to set off liabilities of the Producer against any and all amounts otherwise payable to the Producer by Lincoln.
  - iv. Commissions may not be assigned or transferred without Lincoln's prior written consent. Such consent is subject to a certified copy of the assignment being delivered to Lincoln at its home office. Lincoln shall not be obligated to recognize any assignment of commissions by the Producer. Lincoln does not assume any responsibility for or guarantee the validity or sufficiency of any assignment.
- e. **Commission Charge Back.** The Producer understands and acknowledges that the Producer is required to obtain Producer's individual commission schedule (Schedule A1/B1) from Producer's associated agency or broker dealer. The Producer understands and acknowledges that any commission paid to the producer may be subject to a recall or chargeback. Producer understands and acknowledges that Producer can access the commission recall (chargeback) guidelines on the dedicated website provide by Lincoln and shall be required to review the guidelines periodically for updates. These commission recall (chargeback) guidelines are also included in Producer's Schedule A1/B1. The Producer acknowledges and agrees that Producer has reviewed and agrees to abide by the Market Conduct Manual made available by the Company and may be periodically updated by Company. Producer agrees that he/she will access one of the above listed sites on a quarterly basis to determine if any updates have been made to the Market Conduct Manual and Producer understands that adhering to the is a continuing obligation. Producer understands that if Producer violates any Applicable Law in a sale of a product (including but not limited to any potential nonexempt prohibited transaction) or violates any Lincoln policy including but not limited to the policies set forth in the Market Conduct Manual, the Company may use any available means to chargeback any commission paid as a result of such violation.

**20. Termination.**

- a. This Agreement may be terminated by any party, without cause, with notice that abides by state guidelines. This is an at-will contract; this is not a contract for a definite term or period of time.
- b. This Agreement automatically terminates upon:
  - i. the Producer's death or inability to perform Producer's responsibilities under this Agreement or as contained in the Producer Compensation Plan or Schedule C, if any;
  - ii. the Producer's insolvency or bankruptcy occurring after the date of this Agreement, or if the Producer is a partnership or corporation, upon its dissolution or liquidation;
  - iii. lack of production on the part of Producer; or
  - iv. Producer's failing to maintain in force specified amounts of a professional errors and omissions liability policy.
- c. Termination "for cause" results in forfeiture of any further compensation payments and any accrued rights to participate in plans, programs, or benefits which require an active Producer Agreement. Termination "for cause" shall mean:
  - i. material violation of any of the provisions of this Agreement or published Company policy relating to Producer conduct;
  - ii. material violation of any state or federal laws or regulations relating to insurance;
  - iii. revocation of the Producer's insurance license by the Insurance Department of any state or barring of any association with a FINRA member firm;
  - iv. inducing or attempting to induce Company's policy owners to relinquish or replace the policies with such frequency as to indicate a pattern of inappropriate activity;
  - v. misappropriation or commingling of Company funds;
  - vi. engaging in a fraudulent act or misrepresenting Policy benefits, provisions or premiums; or
  - vii. any act or omission detrimental to the conduct of business.

A termination under Section 20(a) or (b) immediately above shall not preclude a subsequent determination of a termination "for cause."

## **21. Amendment.**

Lincoln reserves the right to amend this Agreement at any time upon written notice, and the submission of an application to purchase or service a Policy by Producer after notice of any such amendment shall constitute agreement to any such amendment. Lincoln may amend the Compensation Schedule A1/B1 unilaterally and at any time. Otherwise, this Agreement may not be amended unless done in a writing signed by all parties.

## **22. Compensation Payable After Termination.**

- a. Vesting of compensation shall be as described in Schedule C, if any, for the Producer's classification in effect at the time of termination.
- b. If this Agreement is terminated due to the Producer's death, any compensation which otherwise would have been paid to him/her shall be paid to Producer's surviving spouse, and at the death of the surviving spouse, to the spouse's estate. If the Producer leaves no surviving spouse, then Producer's compensation shall be paid to Producer's estate. The Producer may designate another payment arrangement on forms provided by Lincoln and signed by him/her.
- c. If the Producer is a partnership or corporation and this Agreement is terminated due to the termination or dissolution of the partnership or corporation, compensation shall be paid to the licensed producer who signed the application for the Policy.
- d. Notwithstanding the foregoing, (i) if at any time the Producer is notified this Agreement is terminated "for cause", no further compensation shall be paid, and (ii) compensation after termination may be revoked or amended consistent with Section 19.

## **23. Indebtedness.**

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

## **24. Indemnification.**

- a. Producer will defend, indemnify and hold harmless Lincoln and each of its current, future and former affiliates, directors, officers and employees against any losses, expenses (including, but not limited to, reasonable forum fees and attorneys' and expert witnesses' fees), claims (including, but not limited to, claims for commissions or other compensation), damages or liabilities to which Lincoln and any such affiliates, directors, officers or employees may become subject insofar as such losses, expenses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon allegations of Producer and/or its Representatives' performance, non-performance or breach of this Agreement, including, but not limited to, any unauthorized use of sales materials, any misrepresentations or any sales practices concerning the Policies or other applicable industry regulations, practices, or standards, as amended, and/or any compliance guidelines and operational standards issued by Lincoln from time to time, including, but not limited to, any unauthorized use of sales materials, misuse of Lincoln's customer information, any misrepresentations or any manipulative, deceptive, or fraudulent sales practices, unapproved outside/other business activities, unapproved or prohibited financial products (whether securities or otherwise), or any other product or service sold or provided by Producer outside of, away from, or separate from Lincoln (collectively, "Indemnified Claims").



- b. Lincoln is entitled to and may, in its sole discretion, intervene and assume responsibility for defending both Lincoln and Producer in any proceeding related to Indemnified Claims and/or choose to defend itself from any Indemnified Claims and/or settle such Indemnified Claims without waiving any rights under this Agreement. If Lincoln does elect to intervene in and/or defend Indemnified Claims, Lincoln has the sole right to control the defense of Indemnified Claims for both Producer and Lincoln, including selecting outside counsel, making strategic decisions concerning the defense, and resolving Indemnified Claims, so long as there is no conflict of interest between the defense of Producer and the defense of Lincoln. If a conflict of interest arises between outside counsel's representation of Producer and outside counsel's representation of Lincoln, Producer will be responsible for engaging separate counsel. In the event that Producer engages separate counsel, Producer agrees not to object to any continuing representation of Lincoln and/or any other individual respondents by the original outside counsel firm.
- c. Producer agrees to cooperate fully with all defense efforts. This provision is not meant to influence the Producer to solely provide positive information, facts, or testimony for Lincoln. Rather, Producer agrees to provide Lincoln's internal counsel and designated outside counsel with all information, documents, and to the best of his or her ability accurate and honest testimony and agrees to assist in and cooperate with the preparation of any case or proceeding brought by a third party against Lincoln. Producer's obligation to cooperate with Lincoln shall survive the termination of this Agreement with respect to any cases or proceedings that relate to Producer's activities while affiliated with Lincoln.
- d. Notwithstanding any indemnification rights as stated above, Producer also agrees that if Producer fails to abide by the requirements as stated in this Section, Producer will be responsible to pay for any losses, expenses (including, but not limited to, reasonable forum fees and attorneys' and expert witnesses' fees), claims, damages or liabilities incurred by Lincoln in connection with the cases or proceedings.
- e. In the event that the indemnification provision outlined above is determined by any adjudicatory forum to be unenforceable with respect to an Indemnified Claim, Lincoln shall be entitled to contribution from Producer in respect of such Indemnified Claim in proportion to Producer's relative culpability with respect to the circumstances giving rise to the Indemnified Claim.

**25. Arbitration.** All claims or controversies arising out of or relating to this Agreement shall be settled by arbitration. This Section provides the exclusive remedy for any dispute that may arise between the Producer and Lincoln (but does not necessarily apply to any third-party litigation that may involve the Producer and/or Lincoln) and that, after a good faith attempt, the parties are not able to resolve. In the event of any unresolved dispute relating to this Agreement, including but not limited to a dispute about the interpretation of this Agreement or about the Producer's claim to compensation, either party may demand arbitration, by giving written notice to the other party. The party initiating the arbitration ("Claimant") shall give written demand ("Demand") to the other party ("Respondent"), by certified, registered mail or overnight courier with return receipt requested. Any notice given under this Section to the Producer shall be at his last known address and to Lincoln shall be to the General Counsel at 1300 S. Clinton Street, Ft. Wayne, IN 46802. The parties agree that the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the Demand shall apply to the arbitration procedure including the selection of a single arbitrator or, if either party requests, by the selection of a panel of three arbitrators. The arbitrator(s) shall have the authority to determine all disputes, including the applicability of arbitration to the dispute. The award shall be made in writing within ninety (90) days of the appointment of the final arbitrator. The arbitrator(s) may award compensatory damages, plus interest, and specific performance. The award of the arbitrator(s) shall be final and binding on all parties. Judgment upon the award may be entered in any court having jurisdiction. No demand for arbitration under this Section, and no claim under this Agreement, may be made after the date when such dispute would be barred by the applicable statute of limitations. Each party shall bear its own costs and expenses. Any arbitration arising between the parties with respect to this Agreement shall be conducted in Greensboro, NC, Concord, NH, Ft. Wayne, IN, Hartford, CT or Philadelphia, PA.

**26. Assignability.** This Agreement may not be assigned by either party hereto without the express written consent of the other. Any approved assignment shall be subject to Lincoln's security interest in any indebtedness owed to Lincoln. Any attempt to assign this Agreement without such consent shall effect an immediate termination of this Agreement.

**27. Waiver.** Failure of any party to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of any of the conditions, but the same shall remain in full force and effect. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

**28. Partnerships or Corporations.** When the Producer is a partnership or corporation, any reference made to the Producer as an individual shall be deemed to mean the partners of the partnership or the officers of the corporation who are licensed and appointed with Lincoln.

**29. Prior Agreements.** This Agreement shall supersede any and all prior agreement(s) between the Producer and Lincoln; however, any outstanding indebtedness shall survive. If Producer has been provided a Schedule C (under a prior Agreement) as defined in Section 18 of this Agreement, Schedule C shall also survive termination of Producer's prior agreement.

**30. Electronic Delivery.** By its execution of this Agreement, Producer agrees and consents to electronic delivery of any documents, communications or notices from Lincoln hereunder. Notwithstanding such agreement, Producer understands that Lincoln is not required to make electronic delivery of any such information hereunder and may deliver information in paper form, electronically, or both. If Producer desires to revoke its consent to receive electronic delivery of such information, Producer must provide written notification of such revocation to Lincoln in accordance with Section 32 or, when such option is available, through Lincoln's website. Any such notification will be effective ten [10] business days after Lincoln's receipt of such notice, after which time Producer will receive only paper copies of such information from Lincoln. Producer is responsible for providing their correct electronic delivery contact information (e.g., email address) to Lincoln and for notifying Lincoln of any changes.

**31. Service of Process.** The Producer is not Lincoln's authorized representative to accept service of legal process and therefore, the Producer shall not accept service. If, however, any paper is served upon the Producer, the Producer shall fax or send by certified mail the same to Lincoln's General Counsel at 1300 S. Clinton Street, Ft. Wayne, IN 46802 by certified mail within 24 hours after receipt.

**32. Notice.** Unless otherwise provided in this Agreement, all notices, requests and other communications provided pursuant to this Agreement shall be in writing and shall be deemed to have been given on the date of delivery if delivered personally to the party to which notice is to be given, by the email designated by either party or upon the date of mailing if deposited in the mail, sufficient first-class postage affixed, and addressed to the party at the address(es) shown below, unless otherwise specifically provided.

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

All notices for Producer shall be sent to:

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

Street Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

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

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

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



**Contracting As:**

☐ Individual **OR** ☐ Corporate

**Individual**

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

\_\_\_\_\_  
Print Producer Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Corporate**

\_\_\_\_\_  
Print Corporate Name

\_\_\_\_\_  
Name and Title of Authorized Corporate Signer


\_\_\_\_\_  
Corporate Tax Id Number

\_\_\_\_\_  
Signature of Authorized Corporate Signee

\_\_\_\_\_  
Date


**HOME OFFICE SECTION**

**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**

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

Its: Vice President \_\_\_\_\_

**LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK**

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

Its: Vice President \_\_\_\_\_

*Please retain a copy for your records.*



The Lincoln National Life Insurance Company  
(Lincoln) Lincoln Life & Annuity Company of New York  
(Lincoln) Producer Solutions Compensation  
1301 South Harrison Street 4H-09  
Fort Wayne, IN 46802  
Fax number 260-455-1587  
[www.LincolnFinancial.com](http://www.LincolnFinancial.com)

**RE: Notification State Tax Withholding for Nonresident Producers**

Lincoln Financial Group (Lincoln) is required by California and Pennsylvania state laws to withhold state tax for nonresident producers with a source income from either state. More information on these taxes is provided below:

**California**

Lincoln Financial Group (Lincoln) is required to withhold 7% California State tax for any nonresident producer with a California source of income. More information on this requirement can be obtained on the [State of California Franchise Tax Board website](http://www.sftb.ca.gov/).

There are exceptions to this requirement that are defined further on the Form 590 and 587 form. If you qualify for an exemption you will need to complete a State of California "Withholding Exemption Certificate" and submit it to Lincoln certifying your exemption. If Lincoln does not receive a Form 590 from you, we will be required to withhold the seven percent (7%) withholding tax on all of your California earned income.

The Form 590 and 587 can be downloaded on the [State of California Franchise Tax Board website](http://www.sftb.ca.gov/) and sent back to Lincoln by either fax at 260-455-1587 or email to [DistributionPayroll@lfg.com](mailto:DistributionPayroll@lfg.com).

**Pennsylvania**

Effective September 10, 2018, Lincoln Financial Group (Lincoln) is required per Pennsylvania law to withhold 3.07% Pennsylvania State withholding tax for any nonresident producer with a Pennsylvania source of income. More information on this requirement can be obtained at <https://www.revenue.pa.gov/>.

No exemptions are being offered by the State of Pennsylvania and deductions will begin with the pay cycle ending September 14, 2018. Taxes withheld as well as Pennsylvania source income will be reported on the 1099M, mailed no later than January 31<sup>st</sup> of the following year.

Should you have any questions regarding the impact of these withholdings, you may contact us at 1-800-238-6252, Opt 1.

Sincerely,

The Lincoln National Life Insurance Company and Lincoln Life & Annuity Company of New York

Lincoln Financial Group® affiliates, their distributors, and their respective employees, representatives and/or insurance agents do not provide tax, accounting or legal advice. Clients should consult their own independent advisor as to any tax, accounting or legal statements made herein. Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. The Lincoln National Life Insurance Company is domiciled in Fort Wayne, IN. Lincoln Life & Annuity Company of New York is domiciled in Syracuse, NY.



## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made and entered into by and between [The Lincoln National Life Insurance Company/Lincoln Life & Annuity Company of New York/First Penn-Pacific Life Insurance Company] (the "Covered Entity") and \_\_\_\_\_ ("Business Associate"), and is effective this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ ("Effective Date").

### Recitals

- A. Covered Entity or one of its affiliates has retained Business Associate to provide certain services (the "Services"), as set forth in a [insert name] Agreement ("Services Agreement"), which may involve the use and/or disclosure of individually identifiable health information ("Protected Health Information").
- B. The parties acknowledge and agree that in order to perform the Services, Business Associate may be required to create, receive, transmit, access, maintain, or otherwise hold, use or disclose Protected Health Information.
- C. Business Associate desires to protect the privacy and provide for the security of Protected Health Information in accordance with the terms and conditions set forth below:

### 1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder ("HIPAA").

### 2. Obligations and Activities of Business Associate

- (a) Use or Disclosure of Protected Health Information - Business Associate agrees not to use or disclose Protected Health Information, other than as permitted or required by the Agreement or as required by law.
- (b) Safeguards - Business Associate agrees to develop, implement, maintain, and use appropriate and effective administrative, technical, and physical safeguards and to comply with the HIPAA Security Rules set forth in Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, in order to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate agrees to keep these safeguards current and document them in written policies, standards, procedures or guidelines, which Business Associate will provide to Covered Entity upon Covered Entity's request.
- (c) Breach Notification - Business Associate agrees to notify Covered Entity promptly following the discovery of a breach or suspected breach of unsecured Protected Health Information, Security Incident or other Use or Disclosure of Protected Health Information which is not permitted under the terms of this Agreement (collectively, the "Breach"). Such notification shall comply with 45 CFR §164.410 and shall:

- (i) Be made via email to Lincoln's Corporate Privacy Office at [privacy@lfq.com](mailto:privacy@lfq.com).
- (ii) Be made within one day after discovery.
- (iii) Include the names of the Individuals whose information was breached; the circumstances surrounding the Breach; the date of the Breach and date of discovery; a brief description of the types of information breached including the full name, social security number, date of birth, diagnosis or other types of information; any steps the Individuals should take to protect themselves from potential harm resulting from the Breach; the steps Business Associate (or its agent or subcontractor) is taking to investigate the Breach, mitigate losses, and protect against future breaches; any other relevant information; and a contact person for more information.

Covered Entity shall have sole control over the timing and method of providing notification of the Breach to the affected individual(s) or others. Business Associate shall be financially responsible and reimburse Covered Entity for any costs associated with the Breach.

- (d) Duty to Mitigate - Business Associate agrees to act promptly to mitigate, to the extent practicable, any harmful effect that is known to Business Associate relating to a Breach. If requested by Covered Entity, Business Associate will be financially responsible for Covered Entity's provision of credit monitoring services and/or other reasonable services to individuals as part of mitigating harm under this Section. Business Associate shall be responsible for all costs of mitigation under this Section.
- (e) Agents - In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308 (b)(2), if applicable, Business Associate agrees to ensure that any agent, including a subcontractor, that receives, creates, maintains or transmits Protected Health Information on behalf of Business Associate or on behalf of Covered Entity agrees to the same restrictions and conditions that apply to Business Associate with respect to such information.
- (f) Access to Secretary – Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of Health and Human Services and the Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with HIPAA within 10 days after the Business Associate's receipt of such request.
- (g) Access to Individuals - Business Associate agrees to make available to the Covered Entity, or, if directed by Covered Entity, to make available to an Individual Protected Health Information in a Designated Record Set, in order to meet the requirements under 45 CFR 164.524. Except as provided for in this Agreement, in the event Business Associate receives an access request directly from an Individual, Business Associate will redirect the Individual to the Covered Entity within ten (10) business days after the Business Associate's receipt of such request.
- (h) Amendment of Protected Health Information - Business Associate agrees to make any amendment(s) to Protected Health Information it holds in a Designated Record Set, as

directed, or agreed to, by the Covered Entity pursuant to 45 CFR 164.526, and in the time and manner reasonably requested by Covered Entity. Except as provided for in this Agreement, in the event Business Associate receives an amendment request directly from an Individual, Business Associate will redirect the Individual to the Covered Entity within ten (10) business days after the Business Associate's receipt of such request.

- (i) Accounting of Disclosures - Business Associate agrees to document and provide a description of any disclosures of Protected Health Information and information related to such disclosures during the six (6) years prior to the date on which an accounting is requested, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Business Associate agrees to provide such information to Covered Entity, or to an Individual at the direction of the Covered Entity, in order for Covered Entity to comply with the accounting requirements in 45 CFR 164.528. Except as provided for in this Agreement, in the event Business Associate receives a request for an accounting of disclosure or other similar request directly from an Individual, Business Associate will redirect the Individual to the Covered Entity within ten (10) business days after the Business Associate's receipt of such request.
- (j) Accounting of Certain Disclosures Through an Electronic Health Record. Business Associate agrees to document and provide a description of any disclosures of Protected Health Information through an electronic health record and information related to such disclosures during the three (3) years prior to the date on which an accounting is requested, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures to carry out treatment, payment and health care operations as provided in 45 CFR 164.506.
- (k) Covered Entity's Right to Restrict – Business Associate agrees to comply, upon receipt of a communication by Covered Entity, with any restrictions to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522. To the extent the Business Associate is to carry out any other of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (l) Retention – Except as otherwise provided herein, Business Associate shall retain complete and accurate records of any Protected Health Information of Covered Entity for a period of no less than six (6) years after Business Associates creates or receives the Protected Health Information on behalf of Covered Entity. Business Associate shall not directly or indirectly receive remuneration in exchange for any of Covered Entity's Protected Health Information without the prior authorization of Covered Entity.

### **3. Permitted Uses and Disclosures by Business Associate**

- (a) Business Associate agrees that it shall keep confidential all Protected Health Information as required by HIPAA that Business Associate receives, creates, or maintains under and/or in connection with this Agreement, and shall not use or disclose Protected Health Information except as permitted or required by this Agreement, the Services Agreement, or by law. Business Associate may not use or disclose Protected Health Information in a manner that would violate HIPAA if done by Covered Entity.

- (b) Business Associate shall determine the amount of Protected Health Information necessary for its purposes and shall limit its requests, uses, and disclosures to the minimum necessary Protected Health Information required to accomplish the intended purpose. Business Associate shall follow any minimum necessary policies and procedures provided by Covered Entity.
- (c) Business Associate is authorized to use Protected Health Information if necessary for the proper management and administration of the Business Associate and to carry out any of Business Associate's legal responsibilities. Business Associate is authorized to disclose Protected Health Information if necessary for the proper management and administration of the Business Associate and to carry out any of Business Associate's legal responsibilities if (i) the disclosure is required by law; or (ii) Business Associate shall obtain reasonable assurances from the third-party recipient of Protected Health Information that: (x) the Protected Health Information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (y) the third party will notify Business Associate of any instances of which the third party is aware in which the confidentiality of the Protected Health Information has been breached.
- (d) Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity relating to Covered Entity's health care operations.
- (e) All other uses or disclosures by Business Associate not authorized by this Agreement are prohibited.

#### **4. Amendment**

The parties agree to take such action as is necessary to comply with the requirements of HIPAA and any other privacy laws and regulations applicable to the Services or the relationship between the Parties (together, "Privacy Laws"). Covered Entity shall have the right to amend this Agreement at any time upon written notice through the addition or modification of addendums or amendments to this Agreement in order to comply with Privacy Laws. In the event Covered Entity fails to exercise this right and this Agreement is no longer in compliance with Privacy Laws, this Agreement will automatically be amended to the minimum extent necessary such that both parties will remain in compliance with such Privacy Laws.

#### **5. Term and Termination**

- (a) Term. The term of this Agreement shall commence as of the Effective Date and terminate when all Protected Health Information created by or received by Business Associate on behalf of Covered Entity is either returned to Covered Entity or destroyed, except as otherwise provided herein. Upon termination of the Services Agreement, Business Associate will destroy or return to Covered Entity any Protected Health Information it holds in any form. This provision also applies to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the Protected Health Information. If Business Associate reasonably can show that it is infeasible to return or destroy Protected Health Information, and the Covered Entity agrees, Business Associate must extend the protections under this Agreement to such Protected Health Information and only may further use or disclose such information for those purposes that make the return or destruction infeasible.



- (b) Termination for Cause. Upon Covered Entity's knowledge of a breach of this Agreement by Business Associate, Covered Entity and/or its affiliate, as applicable, is authorized to terminate this Agreement and the Services Agreement.

**6. Miscellaneous**

- (a) Indemnification. Business Associate agrees to indemnify, defend, and hold harmless Covered Entity from and against any action, claim, demand, loss, liability, fine, penalty or expense (including attorneys' and witnesses' fees and expenses) arising out of or resulting, directly or indirectly, in any way from any breach by Business Associate of any term hereof or from any act or omission of its agents, employees or subcontractors.
- (b) Regulatory References. A reference in this Agreement to a section in the Privacy Laws means the section as in effect or as amended.
- (c) Survival. Business Associate's obligations in respect of the use, disclosure and protection of Protected Health Information shall survive any termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

IN WITNESS WHEREOF, the parties execute this Agreement by their duly authorized representatives.

\_\_\_\_\_  
"Lincoln Companies"

Covered Entity

\_\_\_\_\_  
Business Associate

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



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

Print Name: Richard Fagnoli

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

Title: Vice President, Producer Solutions Operations

Title: \_\_\_\_\_

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

***Please retain a copy for your records***

## ANTI-MONEY LAUNDERING COMPLIANCE

The insurance companies of Lincoln Financial Group ("LFG") have implemented an anti-money laundering program to comply with federal anti-money laundering regulations for insurance companies, effective May 2006. The regulations apply to all individual life and annuity products offered through LFG.

As a result, producers are required to show proof that they have completed Anti-Money Laundering training that is acceptable to Lincoln within the last 24 months in order to obtain an appointment with LFG. They are also required to receive periodic anti-money laundering training in order to maintain such appointment. Producers may either take AML training provided by Lincoln Financial Group through LIMRA or provide suitable proof of other training from another insurance carrier, a FINRA registered broker/dealer or through a bank that sells our insurance products. Acceptable proof must be included with the contracting paperwork at the time of submission.

- Further information regarding the Lincoln Anti-Money Laundering Program is available at [www.lfg.com/AML](http://www.lfg.com/AML).
- In the event you have already completed AML training that satisfies Lincoln Financial Group's requirements stated above, you will need to provide a valid certification of that training with your contracting paperwork. The certification must include your name, the name of the training course you completed, and the date your training was completed. Lincoln Financial Group will make the final determination as to whether a specific training course will satisfy the AML training requirement.

Questions regarding the AML compliance requirement should be directed to Lincoln Financial Group - Distribution Gateway at [AMLINQ@LFG.com](mailto:AMLINQ@LFG.com) or by calling 1-800-238-6252 option 1, option 2.

If AML Completed through LIMRA, Date Completed \_\_\_\_\_

## Electronic Funds Transfer Authorization Form

This form is used for new direct deposit setup and revision to existing direct deposit of producer or corporate commission earnings. Please complete all applicable sections and fax or mail the completed form to the address/fax number indicated below.

To avoid processing delays, please verify the following:

1. Voided check or a letter from the bank verifying account information.
2. Fields are filled in completely and form is signed.
3. **The account for deposit is owned by the SSN/Tax ID listed below.**

Completed Forms may be sent to:  
Distribution Compensation  
P.O. Box 2348, Fort Wayne, IN 46802  
Fax: 260-455-1587

### IMPORTANT NOTICE(S):

- **Financial Professionals with LFA or LFS:** You must have a personal bank account under your SSN to direct deposit your commissions. Registered commission earnings cannot be paid to a Corporate Account per U.S. Securities and Exchange Commission guidelines.
- **If you would like your personal commission earnings paid to a corporation, the corporation must be licensed and appointed** with The Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York and affiliates ("Lincoln"). These requests can be accommodated by completing the Financial Owner Assignment Form. For questions regarding the Financial Ownership process or requirements, please contact us at 800-238-6252, option 1.

## Demographic Information

Full Legal Name of Producer OR Full Corporate Name: \_\_\_\_\_  
Complete SSN: \_\_\_\_\_ OR Complete Corporate TIN: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Upline Email Address: \_\_\_\_\_  
Business Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

## Please select the type(s) of business for which EFT should be updated (select all that apply):

- ☐ Group      Group Agent Number (List one or more): \_\_\_\_\_  
PLEASE NOTE: For Group Business, EFT will be set up ONLY for the Agent Numbers identified.
- ☐ All Other Business (**EFT will be set up at the SSN/TIN level**)

## Account Information

I hereby authorize and request Lincoln (hereinafter called "the Company") to make payment of any amount(s) owed to me by initiating credit or adjustment entries to my bank as indicated below. I authorize and request my bank to accept credit or adjustment entries initiated by the Company and its affiliates and to enter same into the following account:

Account Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_ ☐ Checking ☐ Savings  
ABA (Routing) Number: \_\_\_\_\_ **VOIDED CHECK OR BANK LETTER IS REQUIRED**

## Authorization & Signature

**Upon election of EFT, you must register and use your Lincoln website to access your commission statement online.**

The only negative adjustment the Company will make to your bank account would be to reverse a credit made in error. This type of transaction is rare, would only occur within 5 days of the initial credit and the Company would notify you of this transaction. It is understood that this agreement may be terminated by me or the Company at any time by written notification. Any such notification shall be effective only after receipt and processing by the Company. Compensation for registered insurance products can only be paid to broker dealers with effective selling agreements. **Corporations applying for EFT must include signature and title of either the Corporation President, Vice President, or Principal.**

Signature (**Written Signature Required**)

Title

Date

Printed Name

**Lincoln Financial Group**  
1301 South Harrison Street  
Fort Wayne, IN 46802For value received, I, \_\_\_\_\_, \_\_\_\_\_, do hereby irrevocably assign  
(Name of Assignor) (Assignor Tax ID)unto \_\_\_\_\_, \_\_\_\_\_,  
(Name of Assignee) (Address of Assignee)\_\_\_\_\_, \_\_\_\_\_ any and all commissions now due me or hereafter to become due  
(Assignee Tax ID No.) (Assignee Producer No.)

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

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

\_\_\_\_\_  
Date**X**\_\_\_\_\_  
Signature of Assignor\_\_\_\_\_  
Witness\_\_\_\_\_  
Producer's Number (Assignor)

I hereby agree and accept this agreement.

\_\_\_\_\_  
Signature of Assignee

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



By \_\_\_\_\_

**Richard Fargoli**\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Vice President, Producer Solutions Operations\_\_\_\_\_  
Title

\*must be currently appointed and contracted with Lincoln.

**The Lincoln National Life Insurance Company, is domiciled in Fort Wayne, IN**  
**Lincoln Life & Annuity Company of New York, is domiciled in Syracuse, NY**

*"Lincoln Financial Group® affiliates, their distributors, and their respective employees, representatives and/or insurance agents do not provide tax, accounting or legal advice. Clients should consult their own independent advisor as to any tax, accounting or legal statements made herein."*

**Please retain a copy for your records**

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

BJ-02305

LLA0803-0042

## MARKETING AGREEMENT (Fixed Products Only)

AGREEMENT by and among:

**The Lincoln National Life Insurance Company**, an Indiana corporation doing business as a life insurance company ("LNL");

**Lincoln Life & Annuity Company of New York**, a New York corporation doing business as a life insurance company ("LNY");

(Collectively, herein, "Company"), and

\_\_\_\_\_, ("Agency"); and each additional insurance agency signatory hereto (each of which shall also be referred to herein as "Agency").

### WITNESSETH:

**WHEREAS**, Company is an issuer of certain fixed life insurance and annuity contracts (collectively the "Policies"); and

**WHEREAS**, Company and Agency desire to establish an arrangement whereby Agency will recommend to Company certain third parties (the "Retailers") who will promote the offer and sale of the Policies.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants hereinafter contained, Company and each Agency (collectively the "Parties") hereto agree as follows:

[Note: The obligations of Company to Agency shall be several and not joint, as between LNL and LNY. For example, LNY will not have any obligations hereunder unless Schedules including Policies issued by it are a part hereof, and even then such obligations only will apply as may be related to the sale and marketing of said Policies.]

1. Appointment of Agency. Subject to the terms and conditions of this Agreement, Company (LNY, LNL or both, as appropriate) hereby appoints Agency, on a non-exclusive basis, to recommend to Company Retailers who will promote the offer and sale of Policies and provide services to Retailers to facilitate their solicitations for and sales of the Policies. Agency hereby accepts such appointment on a non-exclusive basis and agrees to use its best efforts to find Retailers acceptable to Company who will promote the offer and sale of Policies. Agency acknowledges that no territory is exclusively assigned to Agency hereby, and that Company may enter into agreements with other third-party agencies and/or broker-dealers providing for the sale of the Policies. Further, Agency acknowledges that Company may enter into agreements with other representatives of a Retailer previously dealing with Agency if such representatives are contracted by other third-party agencies. Further, any compensation as provided for in Section 8 hereof, shall only be based and paid on those Policies written by Retailers during the period that such Retailer is recognized by Company as appointed through Agency and during which there is outstanding a valid, binding and enforceable selling agreement between such Retailer and Company. Without limiting any provision otherwise contained in this Agreement, Agency shall conduct its business in accordance with generally accepted customs and practices of the life insurance industry.

2. The Policies. The Policies issued by Company to which this Agreement applies are listed in Schedule A1/B1 as defined in Section 8 of this Agreement. Schedule A1/B1 may be amended from time-to-time by Company. Company in its sole discretion and without notice to Agency, may suspend sales of any Policies or may amend any policies or contracts evidencing such Policies if, in Company's opinion, such suspension or amendment is: (1) necessary for compliance with federal, state, or local laws, regulations, or administrative order(s); or (2) necessary to prevent administrative or financial hardship to

Company. In all other situations, Company shall provide thirty (30) day notice to Agency prior to suspending sales of any Policies or amending any policies or contracts evidencing such Policies. Neither Agency, broker-dealer (if applicable) nor their representatives nor any Agency signatory hereto shall be authorized to sell or market any Policy unless a Schedule for such Policy has been made a part of this Agreement.

3. Insurance Licensing. Agency shall, at all times when performing its functions under this Agreement, be validly licensed as an insurance agent or agency in the states and other local jurisdictions that require such licensing or registration in connection with their insurance-related activities.

4. Fiduciary Status.

a. Wholesaler Exception. To the extent that Agency, broker-dealer (if applicable) and any of their representatives act as an "investment advice fiduciary," as defined in section 3(21) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") in connection with the distribution of Policies to (or purchase or funding of Policies with assets of) employer-sponsored retirement plans, and individual participant accounts thereunder that are subject to ERISA, and/or to plans subject to section 4975 of the Internal Revenue Code of 1986, as amended ("IRC") such as individual retirement accounts ("IRAs") described in sections 408 and 408A of the IRC (collectively, the "Covered Accounts"):

- i. Each of them shall comply with standards of care and undivided loyalty applicable to plan fiduciaries under ERISA and to fiduciaries under section 4975 of the IRC. Agency acknowledges and agrees that nothing in this Agreement shall cause or require Company to provide any investment advice or recommendation, or otherwise act as an "investment advice fiduciary," with respect to any Covered Account that acquires or holds a Policy or that uses its assets to purchase or fund a Policy.
- ii. If Agency or any of its representatives may be engaged in prohibited transaction(s) described in section 406(a) or (b) of ERISA or section 4975(c) of the IRC, in connection with the provision of such advice, Agency shall comply and shall ensure that each of its representatives complies with all conditions of one or more applicable prohibited transaction exemptions ("PTEs") that cover the prohibited transaction(s).

b. Company. Agency acknowledges and agrees that Company shall not be required to, nor shall it, provide any investment advice with respect to any Policy acquired, held by, or funded with assets of a Covered Account pursuant to this Agreement and/or for which Agency is the firm-of-record. Accordingly, and in any such event: (i) Company represents to Agency that: (A) it is not undertaking to provide any such investment advice on an impartial basis, (B) it has a financial interest in the transaction which would affect the independent exercise of its best

judgment on behalf of Agency and its Covered Accounts and (C) it does not receive a fee or other compensation directly from the ultimate Covered Accounts for the provision of any such investment advice; and (ii) Agency represents and warrants to Company and each of its affiliates that: (A) it is independent of Company and its affiliates; (B) it is a fiduciary under ERISA and the IRC with respect to the Covered Account(s) which is the ultimate subject of the investment advice; (C) it is capable of, and responsible for, evaluating investment risks on behalf of its Covered Accounts independently, both in general and with regard to the specific transaction entered into pursuant to this Agreement.

c. Supervision. Agency acknowledges and agrees that Company has no supervisory authority over Agency or its representatives relating to their provision of investment advice, with respect to any Covered Account that acquires or holds a Policy or uses its assets to purchase or fund a Policy, notwithstanding, if applicable, Company's maintenance of a suitability supervision system for purposes of complying with laws, rules, and regulations adopted by states and their state insurance regulatory authorities relating to the suitability of recommendations of certain annuity and insurance transactions.



5. Compliance with Laws, Rules and Regulations.

a. Insurance-related and Other Laws, Rules and Regulations. The Parties to this Agreement shall fully comply with all applicable state and federal laws, rules, and regulations, including without limitation, state insurance laws, laws applicable to employer-sponsored retirement plans and individual retirement accounts, and rules and regulations of the SEC, FINRA, and other jurisdictions or governmental or regulatory agencies as in effect from time to time (collectively, "Applicable Law"). All parties agree to provide information or reports with respect to their duties hereunder pursuant to request by any regulatory authority having jurisdiction with respect thereto.

b. Investigations; Customer Complaints. Agency agrees to cooperate fully in any insurance, securities or other regulatory or judicial investigation or proceeding arising in connection with the Policies, Company, Agency and/or any Retailer. Agency shall permit applicable federal and state insurance and other regulatory authorities to audit its records and shall furnish the foregoing authorities with any information which such authorities may request in order to ascertain whether Agency is complying with Applicable Law. Agency agrees to notify Company of any customer complaints with respect to the Policies and to cooperate with Company in resolving all customer complaints with respect to the Policies, Agency or any Retailer.

c. Books and Records. Agency shall maintain the books, accounts and records as required by Applicable Law. The books, accounts and records of Agency shall clearly and accurately disclose the nature of details of Agency's activities related hereto. Agency shall take appropriate action to keep confidential all information (including, without limitation, names of purchasers of Policies) obtained pursuant to this Agreement as set forth under Section 21. Company shall have access to all books, accounts and records of Agency pertaining to the Policies.

d. Anti-Money Laundering. Agency represents to Company that Agency has procedures in place to comply with all applicable laws and regulations designed to combat money laundering activity, including rules and regulations requiring the verification of a customer's identity and the identification and reporting of suspicious activity within customer accounts (including, but not limited to, life insurance policies and annuity contracts). Agency represents that it provides its employees and representatives with anti-money laundering training on a regular basis, and that such training includes verification of customer identity, the identification of suspicious activity, as well as procedures on how to report suspicious activities to Company.

e. The Violent Crime Control and Law Enforcement Act. Agency represents and warrants to Company that no agent, employee or representative of the Agency providing services according to the terms of this Agreement has been convicted of any felony involving dishonesty or breach of trust under any state or federal law. Agency agrees to defend and indemnify Company with respect to any action brought against Company to the extent that such action is based upon a claim that the engagement by Company of such agent, employee or representative of the Agency violated any state or federal proscription against such engagement, including but not limited to The Violent Crime Control and Law Enforcement Act of 1994, as may be amended.

f. Compensation Disclosures. Agency will require its representatives to comply with Applicable Law, and any applicable PTE, governing the disclosure of compensation with respect to insurance products. At a minimum, Agency will require, of itself and its representatives that the following be disclosed: (i) that they receive commissions based on a percentage of the premiums paid by the customer or a fee based on the amount of the assets managed under the products sold by them and (ii) if they receive any contingent compensation, that they may be paid additional compensation based on such factors as the total volume of their product sales, the length of time that customers continue to pay premiums or keep assets invested in the products sold by them and/or the profitability of those products.

g. Compliance Certification(s). Company may require periodic certifications by Agency with respect to its compliance and the compliance of its representatives with all of the particular compliance requirements set forth in this Agreement (i.e. Anti-Money Laundering, Compensation Disclosures) as well as the compliance with Company's rules and policies. Failure to timely

respond to such requests for certification may, in Company's sole discretion, result in compensation being withheld until such certification is provided or termination of this Agreement.

6. Services.

a. Recommendation and Acceptance of Retailers. Agency will negotiate with potential Retailers to sell the Policies. Agency shall only recruit Retailers who are licensed in states where Policies have been approved by state authorities. Company shall have sole discretion to accept or reject any such recommendation of a Retailer by Agency. Acceptance shall occur only upon and by way of execution of a selling agreement between Retailer and Company pertaining to the sale and solicitation of Policies between such Retailer and Company.

b. Agency Services. Agency shall use its best efforts to provide certain services and support to Retailers to facilitate the offering and selling of Policies. Such activities shall include, but not be limited to, assistance in the appointment of Retailers; distribution of sales materials, newsletters and field service bulletins (subject to Section 7, hereof); assistance with the sales promotional activities of Retailers; and the training of sales staff and representatives of Retailers with respect to the features of the Policies. Agency shall provide services for the processing of life insurance applications, including, by way of example and not limitation, the ordering of examinations, inspections and attending physician statements.

c. Supervision. Agency shall have full responsibility to ensure that it and its representatives, and each Retailer and its representatives, shall maintain a suitability supervision system for purposes of complying with laws, rules, and regulations adopted by states and their state insurance regulatory authorities relating to the suitability of recommendations of annuity and insurance transactions.

7. Sales Promotion Material and Advertising.

a. Company Provided Materials. Agency shall be provided, without any expense to Agency, such material as Company determines to be necessary or desirable for use in connection with sales of the Policies or the recruitment of Retailers.

b. Company Approval Required. No materials or any advertising relating to the recruitment of Retailers for Company, or the Policies shall be used by Agency unless the specific item has been approved in writing by Company prior to such use. In addition, Agency shall not print, publish or distribute any advertisement, circular or any document relating to Company unless such advertisement, circular or document shall have been approved in writing by Company prior to any such use; provided, however, that nothing herein shall prohibit Agency from advertising insurance, including annuities, in general or on a generic basis. No representations in connection with the recruitment of Retailers, or the sale of the Policies, other than those contained in the aforesaid approved materials, shall be made by Agency.

c. Company Property. Agency agrees that all computer software containing the rates and values of products issued by Company whether or not distributed through Company, all rate books, computer printouts, client files, policies, contracts, brochures, and sales promotion materials, whether in hard copy or computer format, whether containing the name/logo of Company or any affiliated company thereto, are furnished to Agency in confidence, and Agency agrees to refrain from reproducing, publishing, or disclosing such material other than in the ordinary course of business. Agency further agrees that all such property shall be returned to Company upon demand or upon termination of this Agreement if so required by Company. Upon termination of this Agreement, all sales promotion material, advertising, circulars, and documents relating to the recruitment of Retailers, or the sales of the Policies shall be promptly turned over to Company free from any claim or retention of rights by the Agency.

8. Agency acknowledges and agrees that any marketing materials, template documents, illustrations/analyzers, compliance assistance, or other information provided by Company to Agency, Retailer, or any of their respective employees or representatives (including, but not limited to, any such materials, templates, illustrations/analyzers, compliance assistance or other information intended to assist Agency in fulfilling its disclosure obligations under any applicable rule, law, prohibited transaction

exemption, regulation or regulatory guidance), are not investment advice provided directly or indirectly by Company to any person and are not intended or designed to satisfy any disclosure obligations that may apply to Agency, Retailer, or any of their respective employees or representatives, or any disclosure conditions of any applicable PTE Compensation.

a. Commissions, Fees and Allowances. Compensation for the services performed hereunder will be pursuant to the terms and conditions set forth in the Schedule(s) A1/B1 ("Schedule A1/B1") attached hereto and shall be treated as a part of this Agreement, and shall be provided on account of Policies issued upon applications procured through Retailers in accordance with this Agreement. Any compensation for the services hereunder payable and payable in connection with Policies issued shall be paid by Company to Agency. The obligation to pay compensation shall be subject to the terms of Section 20. If Company pays compensation on a sale (or service) that may violate Applicable Law, including but not limited to any potential nonexempt prohibited transaction, broker-dealer (if applicable) or Agency shall return the compensation that was paid as a result of the violation of Applicable Law.

If Agency and Company enter into an arrangement with a sub-Agency, who is to perform some or all of the obligations hereunder and is to share in some or all of the compensation payable hereunder, and such sub-Agency is separately contracted with Company, then Agency shall provide in writing to that sub-Agency the applicable compensation rates payable to that sub-Agency, with a copy of those rates to be supplied to Company.

Any compensation payable to a Retailer who is recognized by Company as appointed through Agency shall be determined by agreement between Agency and said Retailer. Agency shall provide in writing to that Retailer the applicable compensation rates payable to that Retailer, with a copy of those rates to be supplied to Company.

b. Changes to Schedules. Company may, upon at least ten (10) days prior written notice, amend or replace the Schedules to change the compensation payable. Any such change shall apply to compensation due on applications or annuitization requests received by Company after the effective date of such notice. In addition, any such change may apply to subsequent deposits received by the Company after the effective date of such notice. Without assuming any obligation to monitor Agency's compliance with Applicable Law except as otherwise provided in this Agreement, Company reserves the right in its sole discretion without prior notice to amend or revoke any provision of the compensation schedule or withhold any payment otherwise payable thereunder, including with respect to a Policy that is outstanding, that it has reason to believe may violate Applicable Law, including but not limited to any potential nonexempt prohibited transaction.

Schedule A1/B1. The Company is not responsible for determining (and has not determined) whether the compensation described in Schedule A1/B1 constitutes reasonable compensation, creates a material conflict of interest for the recipient or any associated financial institution, or is intended or would reasonably be expected to cause the recipient to make recommendations that are not in the best interests of the retirement investor. Schedule A1/B1 is not intended to satisfy (in whole or in part) any disclosure or similar obligations of the recipient or any associated financial institution under the above- referenced rules. Even where a default or single compensation schedule applies to a particular product, the Company shall not be deemed to have selected such option on behalf of the recipient or to have made any determination relating to the above-referenced matters.

## 9. Liabilities of Agency.

a. Right of Offset and Indebtedness. Agency hereby authorizes Company to set off from all amounts otherwise payable to Agency, whether payable hereunder or with respect to policies which are both administered and co-insured by Company, all liabilities of Agency or Retailers to Company. Agency shall be jointly and severally liable with Retailers for the payment of all monies due to Company which may arise out of this Agreement or any other agreement between Agency, Retailer and Company including, but not limited to, any liability for any chargebacks or for any amounts advanced by or otherwise due Company hereunder. The determination of the amount of

any liabilities shall be at the sole discretion of Company. To the extent that any compensation due Agency from Company is insufficient to cover advances or other amounts due Company, the difference shall become a debt due and payable immediately to Company unless other arrangements have been made with Company. At the sole discretion of Company, interest, at a lawful rate to be determined by Company, shall thereupon begin to accrue. Agency grants Company a security interest in any sums due to Agency from Company for the satisfaction of any liability arising pursuant to this Agreement. Company does not waive any of its other rights to pursue collection of any indebtedness owed by Agency or Retailers to Company. In the event Company initiates collection efforts or legal action to collect any indebtedness of Agency or Retailers, or their agents, Agency shall reimburse Company for reasonable attorney fees and expenses in connection therewith. As used in this Section, "Company" shall be deemed to refer to, and shall include, all affiliates of The Lincoln National Life Insurance Company.

b. Legal Proceedings. The parties agree that Company retains the absolute and unilateral right to settle and resolve all claims or causes of action, in its sole discretion, raised or asserted by any person concerning the actions of Agency or Retailers, or any of their respective representatives. Agency's joint and several liability shall not be contingent on input by Agency in any such settlements or resolutions.

10. Indemnification.

a. By Company. Company will indemnify and hold harmless Agency and each of its affiliates, officers or directors against any losses, expenses (including reasonable attorneys' fees), claims, loss or damages or liabilities to which Agency or such affiliates, officers or directors becomes subject insofar as such losses, claims, damages or liabilities arise out of or are based upon Company's performance, non-performance or breach of this Agreement.

b. By Agency. Agency will defend, indemnify and hold harmless Company and each of their current and former affiliates, directors and officers against any losses, expenses (including reasonable attorneys' fees), claims (including, but not limited to, claims for commissions or other compensation), damages or liabilities to which Company and any such affiliates, director, officer may become subject insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon Agency and/or its producers' performance, non-performance or breach of this Agreement, including, but not limited to, any unauthorized use of sales materials, any misrepresentations or any sales practices concerning the Policies, or any violation of Applicable Law by Agency, including any violations of laws, rules, and regulations applicable to any Covered Account that acquires or holds a Policy or that uses its assets to purchase or fund a Policy, including violations of ERISA, the prohibited transaction provisions of ERISA and/or the IRC, and any applicable PTE ("Indemnified Claims"). Company may, at its option, defend itself/themselves from any Indemnified Claims and/or settle such Indemnified Claims. If Company chooses to defend itself/themselves from, and/or settle, any Indemnified Claims, Agency agrees to pay any costs, including reasonable attorneys' fees, incurred by Company and any amounts paid by Company as a result of a judgment or settlement concerning Indemnified Claims. Company may also recover all attorneys' fees incurred in enforcing its/their rights under this Section from Agency.

11. Limitations. Nothing in this Agreement shall be construed as authorizing Agency to incur any indebtedness on behalf of Company or any of its affiliates. No party other than Company shall have the authority on behalf of Company to enter into any selling agreement, or to make, alter, waive or discharge any policy, contract, or certificate issued by Company, to waive any forfeiture or to grant, permit, nor extend the time for making any payments nor to guarantee earnings or rates, nor to alter the forms which Company may prescribe or substitute other forms in place of those prescribed by Company, nor to enter into proceeding in a court of law or before a regulatory agency in the name of or on behalf of Company.

12. Independent Contractors. Company is an independent contractor with respect to Agency or Retailers. Nothing contained within this Agreement shall be construed as creating a partnership between the parties hereto. Agency or its agents, representatives, and employees shall not at any time hold themselves out of the public to be employees of Company.

13. Notices.

a. All notices or communications shall be sent to the addresses shown below or to such other address as the party may request by giving written notice to the other parties.

b. For purposes of communications pertaining to compliance and supervision, Agency hereby designates the following person and address to receive such communications and notices at the following address:

If to Company:

The Lincoln National Life Insurance Company  
Lincoln Life & Annuity Company of New York  
350 Church Street  
Hartford, CT 06103

If to Agency:

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c. Notice shall be effective immediately upon the date of postmark in the mail, if mailed, or upon receipt if delivered by any other means, unless otherwise specifically provided.

Agency covenants to promptly notify Company of any change in such designated person or address.

14. Entire Agreement. This Agreement, including any schedules attached hereto, is the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings among such parties with respect to such subject matter. No course of dealing, course of performance and no parol evidence of any nature shall be used to supplement or modify any terms hereof, provided, however, any obligation of Agency or any of its affiliates pursuant to a prior agreement of any type shall continue as an obligation thereunder.

15. Severability. Any provision of this Agreement which is found to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

16. Amendment of Agreement. Company reserves the right to amend this Agreement at any time, upon at least ten (10) day notice, and the receipt of compensation on any Policy written by a Retailer recruited by Agency after notice of any such amendment has been sent to Agency shall constitute the Agency's agreement to any such amendment. Otherwise, this Agreement may not be amended unless it is done in a writing signed by the parties.

17. Waiver. Failure of any party to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of any of the conditions, but the same shall remain in full force and effect. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

18. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties to hereto and their respective successors and assigns; provided that Agency may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Company.



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

20. Termination.

a. This Agreement may be terminated by any party, without cause, upon thirty (30) days written notice to the other parties.

b. This Agreement may be terminated immediately by Company for cause. For purposes of this section, "cause" shall mean failure to return money to clients where appropriate, failure to account for any money received from or on behalf of Company, any fraud, misrepresentation or dishonesty in any relationship with Company, their affiliates, or any past, present or proposed client, violation of any federal or state law or regulation or violation of any of the terms of this Agreement.

c. It may be terminated with respect to any party immediately for the failure of such party to perform satisfactorily or upon the failure of such party to maintain appropriate authority, licensure or registration.

d. This Agreement will automatically terminate with respect to any party hereto:

- i. Upon the death or total and permanent physical or mental disability of such party, if an individual.
- ii. Upon dissolution of the party, if a corporation or a partnership, including LLC and LLP.

e. Termination of this Agreement will result in the termination of all agreements with Agency and representatives of Agency, as well as any agreements between Company and any Retailer who is recognized by Company as being appointed through Agency.

f. In the event of such termination, commissions, fees and allowances based on first year and renewal premiums, with respect to applications submitted while the Agreement was in effect, shall be payable subject to the terms and conditions of the Schedule A1/B1. Notwithstanding the foregoing, if such termination is "for cause", or is due to a misappropriation of funds, fraud or for any reason based on action prohibited by the criminal laws of the jurisdiction in which the act is committed, no further compensation shall be paid.

g. Upon termination of this Agreement, the terms of Sections 4c, 4d, 5, 6, 8, 9, 10, 11, 19 and 21 shall survive and be binding upon the parties hereto.

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

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

b. Specifically, with regard to nonpublic personal information, the parties agree that they are prohibited from using consumer or customer non-public personal information other than (1) to execute the terms and conditions of this Agreement as permitted by Privacy Law or (2) as required by state or federal law, regulation or rule. The parties agree not to disclose consumer or customer non-public personal information to any third parties without prior written permission of the disclosing party. Each party shall maintain and enforce an appropriate information security



program that includes appropriate written policies, standards, and procedures and implement administrative, technical and physical safeguards designed to prevent the unauthorized disclosure, misuse, commingling, alteration or destruction of Confidential Information, and shall promptly report to the other party any unauthorized disclosure or use of any Confidential Information of which it becomes aware.

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

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

This Agreement is effective as of: \_\_\_\_\_.

**THE LINCOLN NATIONAL LIFE INSURANCE  
COMPANY**

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

Print Name: Rich Fargnoli

Title: Vice President

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

**LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK**

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

Print Name: Rich Fargnoli

Title: Vice President

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

**AGENCY NAME**

(Agency)  
TIN: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

(Additional Agency Signatories may be added below or on additional pages which reference this Agreement.)

**Agency Name:** \_\_\_\_\_

Business Address: \_\_\_\_\_

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

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

Tax ID #: \_\_\_\_\_

**Agency Name:** \_\_\_\_\_

Business Address: \_\_\_\_\_

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

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

Tax ID #: \_\_\_\_\_

**Agency Name:** \_\_\_\_\_

Business Address: \_\_\_\_\_

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

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

Tax ID #: \_\_\_\_\_

**Agency Name:** \_\_\_\_\_

Business Address: \_\_\_\_\_

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

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

Tax ID #: \_\_\_\_\_

**SCHEDULE A**  
**[Reserved]**

SAMPLE