



**Lincoln Financial Group  
PRODUCER APPOINTMENT KIT**

PRODUCER: \_\_\_\_\_ DATE: \_\_\_\_\_ 20\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**Please complete the attached packet and sign in ALL places indicated. When all signatures are in place, please attach the following items;**

- ☐ **A copy of your current state license**
- ☐ **A copy of your current E&O**
- ☐ **A 'voided' check to be used for the EFT of your commissions**

**WHEN YOU HAVE THIS PACKET COMPLETE – PLEASE SEND IT TO US USING  
ONE OF THE FOLLOWING;**

**Email:** [contracts@donboozer.com](mailto:contracts@donboozer.com)

**Fax:** **1-888-543-0886**

**Snail Mail:** Don Boozer & Associates  
2524 Lillian Miller Parkway  
Suite 115  
Denton TX 76210

**Phone:** **1-800-543-0886**

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# PARTNERING WITH LINCOLN FINANCIAL GROUP®



Gateway to Sales



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 contracting and appointment a smooth and expeditious experience.

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

Contracting and Appointments received from producers residing in "Just in Time" (immediate appointment) states will be processed upon receipt of first New Business application.

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

## Instructions for completing Required forms

### PRODUCER COMPLETES:

- ☐ 1. **Professional Profile (LA02296)** Completed and signed by producer. An explanation for any yes answer must also be signed and dated by producer. If contracting as an organization, the organizations tax id must be included.
- ☐ 2. **Fair Credit Reporting Act Disclosure & Authorization (LA02298)** Must be signed and dated by producer.
- ☐ 3. **Producer Agreement (BJ-02300)** Must be signed and dated by producer or principal of organization if contracting as an organization.
- ☐ 4. **Business Associate Agreement (PS10515)**
- ☐ 5. **FastCash Electronic Funds Transfer (EFT) Authorization (GB02303)** complete and attach a voided check for EFT deposit.
- ☐ 6. **AML certification (LA06554)** Proof of AML training required at time of contracting; continuing every 24 months.
- ☐ 7. **W9** Must be submitted if contracting as an organization. <http://www.irs.gov/pub/irs-pdf/fw9.pdf>
- ☐ 8. **E & O Coverage** Please attach declaration page naming producer or agency being contracted.  
E & O declaration page must be current and for a minimum of \$1,000,000.00
- ☐ 9. **New Business Producer appointments will be filed upon submission of 1st application, except in pre appointment states.**
- ☐ 10. **General Annuity and Product-Specific Training Requirements**  
<http://naic.pinpointglobal.com/LincolnFinancial/Apps/default.aspx>
- ☐ 11. Long Term Care Continuing Education Requirements can be located on LFD.com.  
After login Select the Conducting Business Tab; Contracting & Appointments section.

### MANAGER COMPLETES:

- ☐ 12. **CompBuilder (PS011685)** Hierarchy and commission information must be completed for all products requested.

### Optional Form:

- ☐ 13. **Financial Owner Assignment (BJ-02305)** Completed, signed and dated by producer. Assignee must be currently appointed with Lincoln.

- ☐ Submit completed contracting to (please select only one method of submission):

Email to [contracting@lfg.com](mailto:contracting@lfg.com)

**OR** Fax to 603-226-5311

**OR** mail to:

Lincoln Financial Group  
Producer Solutions Operations – 2S30  
PO Box 515  
Concord, NH 03302-0515

**A. Personal Information**
☐ Male ☐ Female

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

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

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

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

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ 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 &amp; Omissions coverage) with (E&amp;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&amp;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

**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.

## PRODUCER AGREEMENT

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) (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). The Agreement and Compensation Schedule A1/B1 may be amended unilaterally by Lincoln at any time; and,

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

WHEREAS, Lincoln may provide the Producer with a certain classification. Any such classification shall be reflected in a separate document ("Schedule C"), as defined in Section 17 of this Agreement, and which has 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.

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 Policies may legally be issued using forms, rates and guidelines provided by the Company; and in which the Producer is properly licensed under state law and appointed under existing Company guidelines;
- b) promptly deliver the Policies when the conditions governing such delivery have been met;
- c) collect the initial modal premium necessary to place in force or to reinstate the Policies in the form of a check payable to the Company; 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.** The Producer is an independent contractor with respect to Lincoln, and nothing in this Agreement shall create or be construed to create the relationship of employer and employee between Lincoln and the Producer. The Producer shall, in its sole discretion, select the persons from whom it will solicit applications for Policies, as well as the time, manner and place of solicitation.

4. **Limitation of Authority.** The Producer's authority 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 Web site, from time to time. The Producer shall fully comply with all applicable local, state and federal laws, rules, and regulations, including without limitation federal and state securities laws, state insurance laws, laws applicable to employer-sponsored retirement plans and individual retirement accounts, and the rules and regulations of all regulatory agencies and self-regulatory agencies, including the SEC, the Financial Industry Regulatory Authority, Inc. ("FINRA") and the Department of Labor ("DOL") as in effect from time to time (collectively, "Applicable Law"). To the extent that the Producer or any of its representatives acts as an "investment advice fiduciary," as defined in the applicable rules issued by the DOL at 29 CFR section 2510.3-21 (the "DOL Fiduciary Rule") on or after April 10, 2017 (or any extended date that may be announced by the DOL) (the "Applicability Date"), in connection with the distribution of Policies to employer-sponsored retirement plans and individual participant accounts thereunder that are subject to the Employee Retirement Income Security Act of 1974, as amended ("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"), the Producer shall comply with standards of care and undivided loyalty applicable to plan fiduciaries under ERISA and to fiduciaries under section 4975 of the IRC. To the extent that the Producer, when providing

“investment advice,” as defined in the DOL Fiduciary Rule, with respect to any Covered Account that acquires or holds a Policy or whose assets are used to fund a Policy, 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, the Producer shall comply, and shall ensure that each such representative complies, with all conditions of one or more applicable prohibited transaction exemptions (“PTEs”) that cover the prohibited transaction(s). With respect to any Policy acquired prior to or held on the Applicability Date, the Producer shall be responsible for fulfilling, or ensuring that the appropriate representative(s) fulfill, any fiduciary obligations arising under the DOL Fiduciary Rule and complying, or ensuring that its appropriate representative(s) comply, with the conditions of any applicable PTE for any investment advice, as defined in the DOL Fiduciary Rule, provided with respect to such Policy, on or after the Applicability Date, including without limitation any applicable disclosure obligations. To the extent that the Producer intends to rely on a PTE imposing as a condition that the Producer be, or be affiliated with, a “financial institution,” as defined therein, the Producer shall be solely responsible for complying with this condition and acknowledges and agrees that neither the Company nor any of its affiliates will act as the financial institution for the Producer. To the extent that a Producer is a registered representative of either Lincoln Financial Advisors Corporation (“LFA”) and/or Lincoln Financial Securities Corporation (“LFS”), those broker-dealer entities may be acting as the financial institution for the Producer as it relates to business written and placed through LFA or LFS [and not business and production processed outside of LFA and LFS (e.g., Outside business activity)]. The Producer acknowledges and agrees that nothing in this Agreement shall cause or require the Company to provide any investment advice or recommendation, or otherwise act as an “investment advice fiduciary,” as defined in the DOL Fiduciary Rule, with respect to any Covered Account that acquires or holds a Policy or whose assets are used to fund a Policy. The Producer acknowledges and agrees that compliance with the DOL Fiduciary Rule or any applicable PTE does not obviate the requirement to comply with this Agreement, the Market Conduct Manual or any other Applicable Law and, conversely, that compliance with this Agreement and the Market Conduct Manual may not fully satisfy the Producer’s obligations under the DOL Fiduciary Rule, an applicable PTE or Applicable Law.

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. **Confidential Information and Protection of Non-Public Personal Information.** The Producer and Lincoln agree to maintain the other party’s Confidential Information (defined below) in strict confidence and in a manner to safeguard against unauthorized access, disclosure, use, destruction, loss or alteration in accordance with the Gramm-Leach-Bliley Act, Regulation S-P, the relevant state and federal regulations pursuant thereto and state privacy laws (all the foregoing referred to as “Privacy Law”).

- a) “Confidential Information” shall mean (1) any data or information that is proprietary to the disclosing party and not generally known to the public, whether in tangible or intangible form, including, but not limited to, any information relating to a party’s marketing strategies, business systems, databases, and (2) any customer or consumer specific data deemed to be “non-public personal information” under the Privacy Law.
- b) Specifically, with regard to non-public personal information, the Producer and Lincoln agree that they are prohibited from using consumer or customer non-public personal information other than (1) to execute the terms and conditions of this Agreement as permitted by the Privacy Law or (2) as required by state or federal law, regulation or rule. The Producer and Lincoln agree not to disclose consumer or customer non-public personal information to any third parties without prior written permission of the disclosing party. The Producer and Lincoln shall promptly report to the other party any unauthorized disclosure or use of any Confidential Information of which it becomes aware.
- c) Upon request, the Producer and Lincoln shall return to the other party or destroy (and provide an appropriate written destruction certificate) all Confidential Information in its possession or control. No disclosure by the Producer or Lincoln of Confidential Information of such party to the other party shall constitute a grant to the other of any interest or right whatsoever in such Confidential Information, which shall remain the sole property of the disclosing party.
- d) 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 the Privacy Law for the purposes of verifying that the confidentiality provisions of this Agreement are being complied with. This section shall survive the termination of this Agreement.
- e) 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.

10. **Investigations; Customer Complaints.** The Producer agrees to cooperate fully in any insurance or other regulatory or judicial investigation or proceeding arising in connection with the Policies, Company, or Producer. The Producer shall permit appropriate federal and state insurance and other regulatory authorities to audit the Producer's records and shall furnish the foregoing authorities with any information which such authorities may request in order to ascertain whether the Producer is complying with all applicable laws and/or regulations. The Producer shall promptly notify the Company of any customer complaints with respect to the Policies and to cooperate with Company in resolving all customer complaints with respect to the Policies, or Producer.
11. **Books and Records.** The Producer shall maintain thorough and correct books, accounts and records of all transactions covered by this Agreement as required by Applicable Laws. The Producer shall preserve and hold all documents, correspondence and records that come into the Producer's possession or control relating to the Policies as long as the Policies remain in force. The books, accounts and records of the Producer shall clearly and accurately disclose the nature of details of the Producer's activities related hereto. The Producer shall take appropriate action to keep confidential all information obtained pursuant to this Agreement (including, without limitation, names of purchasers of the Policies) as set forth under Section 9. The Company shall have access to all books, accounts and records of the Producer, its employees, or producers assigned to it. This section shall survive termination of this Agreement.
12. **Sales Practices.** The Producer shall be responsible for offering the Policies for sale in accordance with all Lincoln rules and procedures then in effect 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.
13. **Sales Promotion Materials and Advertising.** "Sales Promotion Material" and "Advertising" are defined as material designed to create public interest in the Policies, or to induce the public to purchase, increase, modify, reinstate or retain a Policy, including:
- a) printed and published material, audiovisual material, descriptive literature used in direct mail, newspapers, magazines, radio and television scripts, billboards, and similar displays;
  - b) descriptive literature and sales aids of all kinds, including circulars, leaflets, booklets, depictions, illustrations and form letters, whether in the form of computer software or printed materials; and
  - c) material used for training and education which is designed to be used or is used to induce the public to purchase, increase, modify, reinstate, or retain a Policy.

The Producer shall be provided with illustrations relating to the Policies and such other material as Lincoln determines to be necessary or desirable for use in connection with sales of the Policies. No sales promotion materials or any advertising relating to the Policies shall be used by the Producer unless the specific item has been approved in writing by Lincoln. While Lincoln 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 unless approved 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 "investment advice" provided directly or indirectly by the Company to any person within the meaning of the DOL Fiduciary Rule and are not intended or designed to satisfy any disclosure obligations that may apply to the Producer under the DOL Fiduciary Rule, or any disclosure conditions of any applicable PTE. Notwithstanding the foregoing, solely if and to the extent Lincoln is determined by any third party with authority to make such assessment (e.g., a court or regulator) to be providing investment advice as defined in the DOL Fiduciary Rule on or after the Applicability Date, such advice shall be treated as advice to an independent fiduciary with financial expertise within the meaning of paragraph (c)(1) of the DOL Fiduciary Rule so as not to cause Lincoln or any of its affiliates to be treated as "advice fiduciaries" within the meaning of ERISA or the IRC with respect to any Covered Accounts.

14. **Company Property.** The Producer agrees that all policyholder files, lists of policy owners or insured persons, records and premium accounts are the property of Lincoln, and may be audited or inspected as Lincoln may require. All computer software containing the rates and values of products issued by Lincoln, all Lincoln rate books, computer printouts, forms, policies, brochures, sales promotion materials, whether in hard copy or computer format, 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.
15. **E & O Coverage.** The Producer shall maintain errors and omissions insurance in an amount and with a company satisfactory to Lincoln. Lincoln may require evidence satisfactory to it that such coverage is in force, and the Producer shall give Lincoln prompt written notice of any notice of cancellation or change of coverage.
16. **Territory.** This Agreement does not confer any exclusive right or territory upon the Producer and the Company reserves the right:
- a) to appoint additional individuals or organizations which hold a Producer's Agreement in such locale who also shall have the right to recommend appointment of Producers by the Company;
  - b) to establish and maintain other or additional offices in the same locale; and
  - c) to appoint Producers in such locale as recommended by others.
17. **Schedule C.** Lincoln may establish, maintain, and publish a Schedule C for each classification of Producer. 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).
18. **Compensation.**
- a) **Commissions.** The Producer shall be compensated in accordance with the terms of this Agreement, the Schedule of Commissions set forth in Schedule A1/B1 or 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. 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 LFD.com and LFN.com 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". The Market Conduct Manual is available at the URL address: <http://www.lfg.com/marketconductmanual> 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 Market Conduct Manual 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.

19. **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;
  - 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 (Financial Industry Regulatory Authority) 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; or
  - vi. engaging in a fraudulent act or misrepresenting Policy benefits, provisions or premiums.

A termination under paragraph 19 (a) or (b), immediately above shall not preclude a subsequent determination of a termination for cause.

**20. 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. Otherwise, this Agreement may not be amended unless done in a writing signed by all parties.

**21. 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 18.

**22. 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 attorney 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 attorney fees and expenses in connection therewith. As used in this Section, "Company" shall be deemed to refer to, and shall include, all affiliates of the Lincoln National Corporation.

**23. Indemnification.**

- a) The Company will indemnify and hold harmless Producer and each of its affiliates, officers or directors against any losses, expenses (including reasonable attorneys' fees), claims, loss or damages or liabilities to which Producer or such affiliates, officers or directors becomes subject insofar as such losses, claims, damages or liabilities arise out of or are based upon the Company's performance, non-performance or breach of this Agreement, or are based upon any untrue statement contained in any Registration Statement (or post-effective amendment thereof) or in the Prospectus or any amendment or supplements thereto.
- b) Producer will defend, indemnify and hold harmless the Company and each of their current and former affiliates, directors and officers and each person, if any, who controls or has controlled the Company within the meaning of the Securities Act or the Exchange Act, 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 the Company and any such affiliates, director, officer or controlling person may become subject insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon 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 ("Indemnified Claims"). The Company may, at its option, defend itself/themselves from any Indemnified Claims and/or settle such Indemnified Claims. If the Company may choose to defend itself/themselves from, and/or settle, any Indemnified Claims, Producer agrees to pay any costs, including reasonable attorneys' fees, incurred by the Company and any amounts paid by the Company as a result of a judgment or settlement concerning Indemnified Claims. The Company may also recover all attorneys' fees incurred in enforcing its/their rights under this section from Producer.

24. **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.
25. **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.
26. **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.
27. **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.
28. **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 17 of this Agreement, Schedule C shall also survive termination of Producer's prior agreement.
29. **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 31(a) 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.
30. **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.
31. **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

CityStateZip Code

Email

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

34. **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: \_\_\_\_\_

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

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

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

Its: \_\_\_\_\_

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



## **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 \_\_\_\_\_, 201\_ ("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.

\_\_\_\_\_  
Covered Entity

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

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

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

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

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

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

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

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

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



**The Lincoln National Life Insurance Company (Lincoln)**  
**Lincoln Life & Annuity Company of New York (Lincoln)**  
Customer Solutions Compensation  
1300 S Clinton St 4H-09, Fort Wayne, IN 46802  
Fax number 260-455-1587  
[www.LincolnFinancial.com](http://www.LincolnFinancial.com)

## NOTICE

**Re:      *Notification California Tax Withholding for Nonresident Producers***

Effective January 1, 2014, Lincoln Financial Group (Lincoln) is required to withhold seven percent (7%) California State withholding tax for any nonresident producer with a California source of income. More information on this requirement can be obtained at <https://www.ftb.ca.gov>.

There are exceptions to this requirement for certain Corporations, Partnerships, LLC's, Tax-Exempt Entities, Insurance Companies, IRAs, Qualified Pension/Profit Sharing Plans, California Trusts, Estates and Nonmilitary Spouses of a Military Servicemember. You may be exempt from the withholding requirement and in order to become exempt you will need to complete a State of California Form 590 "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 beginning on January 1, 2014.

Alternatively, you may also be exempt if your total payments subject to withholding are less than \$1,500. In order to become exempt you will need to complete a State of California Form 587 "Nonresident Withholding Allocation Worksheet" and submit it to Lincoln certifying your exemption.

The Form 590 and 587 can be downloaded at:

[https://www.ftb.ca.gov/individuals/wsc/forms\\_and\\_publications.shtml](https://www.ftb.ca.gov/individuals/wsc/forms_and_publications.shtml) and mailed directly to Lincoln at 1300 South Clinton St, Mail Stop LH21, Fort Wayne, IN 46802 or Faxed to 260-455-1587.

Should you have any questions regarding this information, you may contact us at 1-800-238-6252, Opt 1, Opt 2.

Sincerely,

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

Any tax statements contained herein were not intended or written to be used, and cannot be used for the purpose of avoiding U.S. federal, state or local tax penalties. Please consult your own independent advisor as to any tax, accounting, or legal statements 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.

## 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 NOTICES:

- **Registered Representatives 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: \_\_\_\_\_

## 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:

*If the SSN/TIN above is currently being paid via DTCC, check this box (→) confirming EFT is the preferred payment method* \_\_\_

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 \_\_\_\_\_