

## Lincoln National Life Licensing Instructions

Please download, complete and fax appointment paperwork to Van Albanese (Fax #: 1-315.655.4784) along with a photocopy of your state(s) insurance license(s).

For brokers licensed in Kansas and Kentucky, we will also need a fax copy of the front cover of your errors & omissions insurance showing your policy number and dates of coverage.

Questions? Please call Van Albanese at 1-877-341-3342  
or email Van at [van@theusbroker.com](mailto:van@theusbroker.com)

**Please make sure that you have completed:**

1. Producer Profile
2. National Broker Agreement or NY Broker Agreement
3. Fair Credit Disclosure Authorization
4. Producer Endorsement
5. -- Don't forget to fax your State License

LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK

BROKER AGREEMENT

AGREEMENT by and between Lincoln Life & Annuity Company of New York, ("LLANY"), an insurance company organized and existing under the laws of the State of New York, and

\_\_\_\_\_ (the "Broker")

Name of Organization or Individual

WHEREAS, LLANY is the issuer of insurance products (the "Policies"), which are more particularly described in this Agreement in Schedule A1/B1 hereto, as may be amended by LLANY at any time; and,

WHEREAS, LLANY proposes to have the Broker sell the Policies;

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

1. Appointment of the Broker. LLANY hereby appoints the Broker to solicit sales of the Policies in all jurisdictions in which the Policies may legally be issued.

The Broker agrees that its authority is limited to the solicitation and marketing of the Policies in accordance with this Agreement and that the Broker shall not have authority to make, alter, modify or discharge any contract or extend any provision thereof, or extend the time for payment of premiums or waive any forfeiture or guarantee dividends, or estimate future interest, mortality or expense factors except through the use of authorized illustrations and projections approved by LLANY, or deliver any contract unless the applicant is at the time of delivery in good health and insurable condition, or incur any debts or liability against LLANY.

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

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

3. Licensing. The Broker 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 Broker's sales activities. LLANY will, at its option and in its sole discretion, pay state insurance agent appointment fees and any renewals thereof during the term of this Agreement, and the Broker 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 LLANY Policies.

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

4. Compliance. The Broker agrees to comply with all applicable state and federal laws and with all rules and regulations of the regulatory agencies having jurisdiction with respect to the sales of the Policies.

5. Sales Practices. The Broker shall be responsible for offering the Policies for sale in accordance with all LLANY's rules and procedures then in effect. All applications for Policies shall be made on application forms supplied by LLANY and all payments collected by the Broker 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 LLANY at the address indicated on such application or to such other address as LLANY may, from time to time, designate in writing. The Broker shall review all such applications for completeness and suitability. Checks in payment on any Policy shall be drawn to the order of "Lincoln Life & Annuity Company of New York." All applications are subject to acceptance or rejection by LLANY at its sole discretion. All records of information obtained hereunder by the Broker shall not be disclosed or used except as expressly authorized herein, and the Broker will keep such records and information confidential, to be disclosed only as authorized or if expressly required by federal or state regulatory authorities.

The Broker shall keep thorough and correct records and books of account of all transactions covered by this Agreement and shall preserve and hold all documents, correspondence and records that come into the Broker's possession or control relating to the Policies as long as the Policies remain in force.

LLANY and the Broker shall promptly notify the other of any customer complaint or notice of regulatory investigation that may involve either party to this Agreement. Such notification shall not be a condition precedent to indemnification as provided for in this Agreement.

6. 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;

(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 Broker shall be provided with illustrations relating to the Policies and such other material as LLANY 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 Broker unless the specific item has been approved in writing by LLANY. In addition, the Broker shall not print, publish or distribute any advertisement, circular or any document relating to LLANY unless such advertisement, circular or document shall have been approved in writing by LLANY.

7. Company Property. The Broker agrees that all policyholder files, records and premium accounts are the property of LLANY, and may be audited or inspected as LLANY may require. All computer software containing the rates and values of products issued by LLANY, all LLANY rate books, computer printouts, forms, policies, brochures, sales promotion materials, whether in hard copy or computer format, containing the name/logo of LLANY, or any affiliated company, are furnished to the Broker in confidence, and the Broker agrees to refrain from reproducing, publishing or disclosing such material other than in the ordinary course of business. The Broker further agrees that all such property shall be returned to LLANY upon demand or upon termination of this Agreement.

8. Compensation.

(a) Commissions. Sales commissions payable to the Broker in connection with sales of the Policies shall be paid by LLANY to the Broker in accordance with the provisions set forth in Schedule A1/B1. LLANY, or its designate, will provide the Broker with a copy of the current schedule of sales commissions. Commissions shall accrue only after issuance and delivery of the contract, after the due date of the premium and after the premium is received by LLANY. 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. Upon termination of this Agreement, all commissions payable on premiums received by LLANY up to the date of termination, and on premiums received for renewal years for Policies in force prior to the date of termination, shall be paid in accordance with the provisions of Schedule A1/B1.

(b) LLANY Refund of Premiums. LLANY, in its sole and absolute discretion, may reject any applications or payments remitted through the Broker and may refund an applicant's payments to the applicant. In the event such refunds are made and if the Broker has received compensation including any amounts paid as an expense reimbursement allowance (ERA), including renewal commissions, based on an applicant's payment that is refunded, the Broker shall promptly repay such compensation to LLANY. If repayment is not promptly made, LLANY may at its sole option deduct any amounts due LLANY from the Broker from future commissions otherwise payable to the Broker. This provision shall survive termination of this Agreement.

(c) Changes to Commission Schedule. LLANY may change the schedule of sales commissions at any time. Any such change shall apply to compensation due on applications received by LLANY after the effective date of such change.

(d) Restrictions.

(i) The Broker agrees that Broker shall not, in violation of any state insurance law or regulation: (1) rebate or offer to rebate all or any part of a premium on a Policy; (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 laws or regulations shall be grounds for termination of this Agreement by LLANY.

(ii) If the Broker 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 agent so acting shall cease and terminate.

(iii) Nothing in this Agreement shall be construed as giving the Broker the right to incur any indebtedness on behalf of LLANY. LLANY is hereby authorized to set off liabilities of the Broker against any and all amounts otherwise payable to the Broker by LLANY.

(iv) LLANY shall not be obligated to recognize any assignment of commissions by the Broker until the original assignment or a certified copy thereof is delivered at its home office, nor does LLANY assume any responsibility for or guarantee the validity or sufficiency of any assignment.

9. Indemnification.

(a) LLANY shall indemnify and hold the Broker and each director and officer of and any person controlling the Broker harmless from any losses, claims, damages or liabilities (or actions in respect thereto), including reasonable attorneys' fees resulting from negligent, fraudulent or unauthorized acts or omissions by LLANY or its employees.

(b) The Broker shall indemnify and hold LLANY harmless from any and all costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof), including reasonable attorneys' fees, resulting from any negligent, fraudulent or unauthorized acts or omissions by the Broker.

(c) The Broker shall indemnify and hold LLANY harmless from any costs, expenses, losses, claims, damages or liabilities (or actions in respect thereof), including reasonable attorneys' fees, which arise out of or are based upon any unauthorized use of sales materials or advertising or any oral or written misrepresentations or any unlawful sales practices with respect to the Policies by the Broker.

The foregoing indemnities described in paragraph 9 (b) and (c) shall, upon the same terms and conditions, extend to and inure to the benefit of each director and officer of and any person controlling, LLANY. The foregoing indemnities shall not extend to losses, claims, damages or liabilities (or actions in respect thereto) arising out of death claims or claims related to the mortality risks of the Policies.

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

11. Independent Contractors. The Broker is an independent contractor with respect to LLANY, and nothing in this Agreement shall create or be construed to create the relationship of employer and employee between LLANY and the Broker. The Broker 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.

12. Limitations. No party other than LLANY shall have the authority to make, alter, or discharge any policy, contract, or certificate issued by LLANY, to waive any forfeiture or to grant, permit or extend the time for making any payments or to guarantee earnings or rates, or to alter the forms which LLANY may prescribe or to substitute other forms in place of those prescribed by LLANY, or enter into any proceeding in a court of law or before a regulatory agency in the name of or on behalf of LLANY.

13. Assignability. This Agreement may not be assigned by either party hereto without the express written consent of the other. Any attempt to assign this Agreement without such consent shall effect an immediate termination of this Agreement.

14. 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.

15. Termination.

(a) This Agreement may be terminated by either party by giving thirty (30) days prior written notice to the other.

(b) This Agreement will automatically terminate upon the death of the Broker, if an individual, or upon the dissolution of the Broker, if a corporation or a partnership.

16. Definitions.

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

All notices shall be sent to: Lincoln Life & Annuity Company of New York  
Life Brokerage Unit MPC2  
350 Church Street  
Hartford, CT 06103-1106

Broker: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) LLANY. LLANY shall include Lincoln Life & Annuity Company of New York, and any subsidiary, parent, or affiliate.

(c) Contract Year shall mean the period of one year commencing with the date of issue of any Policy or contract and the subsequent anniversaries of such date of issue.

17. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

18. 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 the Company, whichever is later.

LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK

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

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

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

BROKER - IF INDIVIDUAL

\_\_\_\_\_  
Print Name of Individual

\_\_\_\_\_  
Signature

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

BROKER - IF ORGANIZATION

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Print Name and Title of Signer

\_\_\_\_\_  
Signature

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



The Lincoln National Life Insurance Company  
Lincoln Life & Annuity Company of New York  
First Penn-Pacific Life Insurance Company

*Fair Credit Reporting Act  
Disclosure & Authorization  
As required by the 1997 FCRA Sections  
604(b)(2)(A) and 606(a)*

**Disclosure of  
Intent to Obtain  
Consumer Report  
And/or  
Investigative  
Consumer Report**

The Lincoln Financial Group family of insurance companies as listed above ("Lincoln") may obtain and use a "consumer report" or "investigative consumer report" from a "consumer reporting agency" about you when considering whether to contract with you or appoint you as a Lincoln distributor or, if you become a Lincoln distributor, when deciding whether to continue your association with Lincoln and when making other decisions regarding your association with Lincoln that directly affect you. These terms are defined in the Fair Credit Reporting Act ("FCRA"), which applies to you. As a prospective distributor for Lincoln, you are a "consumer" with rights under the FCRA.

A "consumer reporting agency" is a person or business which, for monetary fees, dues or on a cooperative nonprofit basis, regularly assembles or evaluates consumer credit information or other information on consumers for the purpose of furnishing "consumer reports" to others, such as Lincoln.

A "consumer report" is any written, oral or other communication of any information by a "consumer reporting agency" bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for credit, employment, insurance or other purposes authorized by the FCRA. If any such information is obtained through personal interviews with the consumer's friends, neighbors, associates or with others who have knowledge about such information, such a report is an "investigative consumer report."

If Lincoln obtains an "investigative consumer report," you may request, in writing, that Lincoln provide you with information about the nature and scope of the investigation to be conducted. You may also request that Lincoln provide you with a copy of the Federal Trade Commission's document entitled: "Summary of Your Rights under the Fair Credit Reporting Act." This document and more information about the FCRA is available on the Federal Trade Commission's Website at [www.ftc.gov](http://www.ftc.gov).

You are also free to contact the Federal Trade Commission about your rights under FCRA as a "consumer" and to obtain more information about "consumer reports," "investigative consumer reports," and "consumer reporting agencies."

**Authorization of  
Applicant to  
Obtain  
Consumer Report  
and Investigative  
Consumer Report**

By signing below, I hereby voluntarily authorize Lincoln to obtain "consumer reports" and/or "investigative consumer reports" about me from a "consumer reporting agency" and to consider the "consumer reports" and/or "investigative consumer reports" when considering whether to contract with or appoint me as a Lincoln distributor, and, if I become a Lincoln distributor, through the time of my affiliation with Lincoln. I further authorize all persons and entities (including, but not limited to businesses, corporations, former employers and supervisors, credit agencies, consumer reporting agencies, government agencies, law enforcement authorities, educational institutions, state insurance departments, the NASD, and all military services) to release all written and verbal information about me to a "consumer reporting agency" for use by Lincoln and agree to hold each harmless from all liability and responsibility for doing so. I understand that if an investigative consumer report is to be procured, upon written request, I will be given a list of the areas which will be researched and included in the report. I understand that I have rights under the Fair Credit Reporting Act, including the rights discussed above. My signature below confirms that I have read the information contained in this form.

Name (*print or type*): \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

## Producer Endorsement Transmittal

The attached Producer Appointment Packet is being submitted for appointment consideration through:

Sponsoring Distribution Partner:			
<b>MGA/Firm:</b>		<b>Tax ID:</b>	
<b>Office Location:</b>		<b>MGA Code (if any):</b>	
<b>Contact Person: E-mail Address:</b>		<b>Phone #:</b>	

Producer Information: (see attached Appointment Packet for further details)	
<b>Appointment Type:</b>	<input type="checkbox"/> Producer <input type="checkbox"/> Agency <input type="checkbox"/> General Agent <input type="checkbox"/> Marketing Director <input type="checkbox"/> Other _____
<b>Producer or Agency:</b>	<b>SSN or TIN:</b>

**Contracting, Hierarchy and Commission Information:**  
*This section MUST be completed in order to ensure proper payment of commissions.*

**Direction to Pay (Commissions paid to): Name:** \_\_\_\_\_  
**SSN or TIN:** \_\_\_\_\_

Product(s)	Appointment Type	Compensation Level	Reports to: (include name and SSN)
<b>Term Life &amp; Lifestyle Select</b>	Producer <input type="checkbox"/> Agency <input type="checkbox"/> Other <input type="checkbox"/>	BL4005-AA <input type="checkbox"/> BL4005-AD <input type="checkbox"/> BL4005-AB <input type="checkbox"/> BL4005-AE <input type="checkbox"/> BL4005-AC <input type="checkbox"/> BL4005-AF <input type="checkbox"/>	
<b>Lincoln UL/VUL</b>	Producer <input type="checkbox"/> Agency <input type="checkbox"/> Other <input type="checkbox"/>	(attach ERA if applicable)	
<b>Fixed Moneyguard</b>	Producer <input type="checkbox"/>          General Agent <input type="checkbox"/>	50% <input type="checkbox"/> 80% <input type="checkbox"/> 60% <input type="checkbox"/> 90% <input type="checkbox"/> 70% <input type="checkbox"/>  8.0% <input type="checkbox"/> 6.5% <input type="checkbox"/>	
Is the General Agent also being appointed as a Marketing Director?    No <input type="checkbox"/> Yes <input type="checkbox"/> If Yes, indicate Over-Ride Percentage:			

Special Instructions: