

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

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

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

BROKER AGREEMENT

AGREEMENT by and between The Lincoln National Life Insurance Company, ("Lincoln Life"), an insurance company organized and existing under the laws of the State of Indiana, and

_____ (the "Broker")
Name of Organization or Individual

WHEREAS, Lincoln Life is the issuer of insurance products (the "Policies"), which are more particularly described in this Agreement in Schedule A-1/B-1 hereto, as may be amended by Lincoln Life at anytime; and,

WHEREAS, Lincoln Life 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. Lincoln Life 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 Lincoln Life, 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 Lincoln Life.

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

2. The Policies. The Policies issued by Lincoln Life to which this Agreement applies are listed in Schedule A1/B1. Schedule A1/B1 may be amended from time to time by Lincoln Life. Lincoln Life 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. Lincoln Life 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 Lincoln Life Policies.

If Broker is not an individual, then Broker shall also assist Lincoln Life 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 Lincoln Life. All such licensing/appointment papers should be submitted to Lincoln Life or its duly appointed agent. Notwithstanding such submission, Lincoln Life shall have sole discretion to appoint, refuse to appoint, discontinue or terminate the appointment of any representative as an insurance agent of Lincoln Life.

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. The Violent Crime Control and Law Enforcement Act. The Broker represents and warrants to Lincoln Life that neither Broker, nor any agent, employee or representative of the the Broker 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 Broker agrees to defend and indemnify Lincoln Life with respect to any action brought against Lincoln Life to the extent that such action is based upon a claim that the engagement by Lincoln Life of the Broker or any such agent, employee or representative of the Broker 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.

6. Confidential Information and Protection of Non-public Personal Information. Each party agrees to maintain the other party's Confidential Information (defined below) in strict confidence and in a manner to safeguard against unauthorized access, disclosure, use, destruction, loss or alteration in accordance with the Gramm-Leach-Bliley Act, 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 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 parties agree that they are prohibited from using consumer or customer non-public personal information other than (1) to execute the terms and conditions of this Agreement as permitted by Privacy Law or (2) as required by state or federal law, regulation or rule. The parties agree not to disclose consumer or customer non-public personal information to any third parties without prior written permission of the disclosing party. Each party shall promptly report to the other party any unauthorized disclosure or use of any Confidential Information of which it becomes aware.

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

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

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

8. Books and Records. Broker shall maintain the books, accounts and records as required by applicable laws and regulations. The books, accounts and records of Broker shall clearly and accurately disclose the nature of details of Broker's activities related hereto. Broker shall take appropriate action to keep confidential all information obtained pursuant to this Agreement (including, without limitation, names of purchasers of Policies) as set forth under Section 6. Company shall have access to all books, accounts and records of Broker pertaining to the Policies.

9. Sales Practices. The Broker shall be responsible for offering the Policies for sale in accordance with all Lincoln Life rules and procedures then in effect. All applications for Policies shall be made on application forms supplied by Lincoln Life 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 Lincoln Life at the address indicated on such application or to such other address as Lincoln Life 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 "The Lincoln National Life Insurance Company." All applications are subject to acceptance or rejection by Lincoln Life 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.

Lincoln Life 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.

10. 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 Lincoln Life 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 Lincoln Life.

In addition, the Broker shall not print, publish or distribute any advertisement, circular or any document relating to Lincoln Life unless such advertisement, circular or document shall have been approved in writing by Lincoln Life.

11. Company Property. The Broker agrees that all policyholder files, records and premium accounts are the property of Lincoln Life, and may be audited or inspected as Lincoln Life may require. All computer software containing the rates and values of products issued by Lincoln Life, all Lincoln Life rate books, computer printouts, forms, policies, brochures, sales promotion materials, whether in hard copy or computer format, containing the name/logo of Lincoln Life 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 Lincoln Life upon demand or upon termination of this Agreement.

12. Compensation.

(a) Commissions. Sales commissions payable to the Broker in connection with sales of the Policies shall be paid by Lincoln Life to the Broker in accordance with the provisions set forth in Schedule A-1/B-1. Lincoln Life, 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 Lincoln Life. 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 Lincoln Life 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 A-1/B-1.

(b) Lincoln Life Refund of Premiums. Lincoln Life, 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 renewal commissions, based on an applicant's payment that is refunded, the Broker shall promptly repay such compensation to Lincoln Life. If repayment is not promptly made, Lincoln Life may at its sole option deduct any amounts due Lincoln Life from the Broker from future commissions otherwise payable to the Broker. This provision shall survive termination of this Agreement.

(c) Changes to Commission Schedule. Lincoln Life may change the schedule of sales commissions at any time. Any such change shall apply to compensation due on applications received by Lincoln Life 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 Lincoln Life.
- (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 Lincoln Life. Lincoln Life is hereby authorized to set off liabilities of the Broker against any and all amounts otherwise payable to the Broker by Lincoln Life.
- (iv) Lincoln Life 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 Lincoln Life assume any responsibility for or guarantee the validity or sufficiency of any assignment.

13. Indebtedness.

- (i) Lincoln Life is authorized, at any time either before or after the termination of the Agreement, to deduct compensation due from Lincoln Life to the Broker the entire amount of any funds, including, but not limited to, advances or debts, owed by the Broker to Lincoln Life or its affiliates, associates, parents or subsidiaries, but only to the extent of the actual amount owed by the Broker as determined by Lincoln Life.
- (ii) Any compensation, regardless of how characterized, paid to the Broker 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 Life from the Broker and payable in accordance with (i) above.
- (iii) In addition to all other rights available to Lincoln Life as a creditor, Lincoln Life shall have a first lien on all compensation payable under the Agreement for any of the funds, advances or debts described herein.
- (iv) To the extent that any compensation due the Broker from Lincoln Life is insufficient to cover advances, the difference shall become a debt due and payable immediately to Lincoln Life unless other arrangements have been made with Lincoln Life. At the sole discretion of Lincoln Life, interest, at a lawful rate to be determined by Lincoln Life, shall thereupon begin to accrue.

14. Indemnification.

- (a) Lincoln Life 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 Lincoln Life or its employees.
- (b) The Broker shall indemnify and hold Lincoln Life 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 Lincoln Life 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, Lincoln Life. 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.

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

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

17. Limitations. No party other than Lincoln Life shall have the authority to make, alter, or discharge any policy, contract, or certificate issued by Lincoln Life, 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 Lincoln Life may prescribe or to substitute other forms in place of those prescribed by Lincoln Life, or enter into any proceeding in a court of law or before a regulatory agency in the name of or on behalf of Lincoln Life.

18. 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.

19. 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.

20. Termination.

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

(b) In the event of such termination, commissions, fees and allowances for the first contract year and for renewal years, with respect to applications submitted by the Broker prior to the date of termination, shall be payable, based upon the compensation schedule set forth in Schedule A-1 in effect at the time of termination. Provided, however, if such termination is due to a misappropriation of funds, fraud or for any reason based on action prohibited by the criminal laws of the jurisdiction in which the act is committed, no further compensation shall be paid.

21. 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.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

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.

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:			
MGA/Firm:		Tax ID:	
Office Location:		MGA Code (if any):	
Contact Person: E-mail Address:		Phone #:	

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

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)
Term Life & Lifestyle Select	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"/>	
Lincoln UL/VUL	Producer <input type="checkbox"/> Agency <input type="checkbox"/> Other <input type="checkbox"/>	(attach ERA if applicable)	
Fixed Moneyguard	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: