

# Atlantic Financial

Life • Annuity • Long Term Care

## IMPORTANT

*ALL LICENSING AND CONTRACTING APPOINTMENT  
PAPERWORK IS TO BE FAXED TO 860-331-8551 ATTENTION:  
CONTRACTING*

**Include:**

1. Contract
2. Proof of Errors & Omissions coverage
3. Attach copies of all active insurance licenses
4. Voided Check

*For faster processing please use this form as your cover page*

**Or MAIL to:**  
Atlantic Financial  
171 Market Square  
Suite 106  
Newington, CT 06111

Sincerely,

The Atlantic Financial Team

# RELIANCE STANDARD

Life Insurance Company

a DELPHI company

Home Office: Chicago, Illinois

Administrative Office: Philadelphia, Pennsylvania

## AGENT AGREEMENT

MAIL TO: AGENT LICENSING – 16th FLOOR  
2001 MARKET STREET, SUITE 1500, PHILADELPHIA, PA 19103

THIS AGREEMENT, made and effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between RELIANCE STANDARD LIFE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, (hereinafter called "the Company"), and \_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_ (hereinafter called the "Agent"). For the purpose of this Agreement, Agent shall mean the individual Agent, if a sole proprietor; all partners individually as well as the partnership, if a partnership; all officers of a corporation as well as the corporation, if a corporation; and the principals of the entity as well as the entity if any other form of entity.

WITNESSETH THAT: the parties in consideration of the mutual covenants and agreements herein contained, hereto intending to be legally bound agree as follows:

### 1. APPOINTMENT - TERRITORY

- A. The Agent is authorized by the Company to receive applications for insurance only from persons residing in a territory set forth herein where the Agent is properly licensed and appointed with the Company. This territory is not assigned to the Agent exclusively. The Company reserves the right to appoint other Agents, Producers and Managing General Agents within the same territory.

Agent's territory shall include all states in the United States, including the District of Columbia, but excluding New York and Puerto Rico.

- B. The Agent is also authorized to receive applications for insurance solicited by a properly licensed, appointed, and if deemed necessary by the Company, contracted subagent (hereinafter called a "Producer") who may be appointed and assigned to the Agent under this Agreement.
- C. The Company in its sole discretion may change the territory or withdraw from the same upon giving the Agent thirty-one (31) days prior written notice.

### 2. RELATIONSHIP

Nothing herein contained is intended to create the relationship of employer and employee between the Company and the Agent or the Company and any employee of the Agent or any producer. The Agent is hereby constituted and shall in all respects continue to be an independent contractor.

### 3. AUTHORITY

- A. The Agent is only authorized to:
- (1) solicit applications for insurance which the Company is authorized to issue;
  - (2) collect the first premium on each insurance contract applied for and directly pay the same over to the Company within five days of receipt of such payment. All premium payments shall be made by negotiable instrument or the equivalent from the applicant and made directly payable to the Company;
  - (3) deliver all insurance contracts as directed by the Company; and
  - (4) perform any act or duty which is specifically granted in writing by an officer of the Company authorized to do so.
- B. Without the express written authority from the Company to the contrary, neither the Agent nor any Producers shall have any authority to:
- (1) deliver a policy more than 30 days after issuance;
  - (2) make, alter or vary any of the Company's contracts;
  - (3) incur any indebtedness or liability on behalf of the Company;
  - (4) waive any of the terms or conditions of any insurance contract;
  - (5) change or waive any of the Company's rates;
  - (6) pay or allow another to pay or offer or allow as an inducement to any person to be insured repayment of premiums or any inducement whatsoever not specified in the policy or make any misrepresentation or incomplete comparison for the purpose of inducing a policyholder in this or any other Company to lapse, forfeit or surrender his/her insurance therein;
  - (7) reinstate any insurance policy or contract;

- (8) collect any premium except the first premium payment for forwarding to the Company as described above;
- (9) endorse checks which were payable to or endorsed over to the Company by others;
- (10) use, present, advertise or publish any material concerning the Company or its policies without advance permission from an authorized officer of the Company in writing; issue any circulars or write any letters to any publication regarding the Company without first obtaining written approval of the Company; or
- (11) perform any act which is inconsistent with the express authority set forth in this Agreement.

### 4. PRODUCERS

- A. The Agent, subject to the approval in each case of the Company, shall have authority to recommend Producers to the Company for appointment under the Company's standard contractual procedure. No agreement shall be effective and no Producer may represent the Company until the proposed Producer is approved by the Company, the Producer's Agreement has been executed by an officer of the Company, and the Producer has been licensed and/or appointed as required by law. The Company reserves the right to: (i) refuse to contract with any recommended Producer; or, (ii) once having contracted, to cancel or terminate the appointment of any such Producer in accordance with the terms of the Producer's contract.
- B. A Producer whose agency relationship with the Company or the agent terminates for any reason may be reappointed by the Company as a Producer for another Agent, or as an Agent in the Company's sole discretion.
- C. No Agreement between the Agent and any Producer shall be valid unless it is in writing, on forms provided by the Company to the Agent for such Producer and such Agreement is executed by an authorized officer of the Company.
- D. If any lawsuit or regulatory enforcement action shall be brought against the Company in consequence of any unauthorized action or statement of the Agent or Producer, all costs and damages, including attorney's fees, arising therefrom shall be the financial responsibility of the Agent, which if not fully satisfied by the Agent voluntarily, may be collected by the Company through any available means, including offset against any payment which may otherwise be due to the Agent from the Company.

### 5. COMPENSATION

- A. Subject to the terms and conditions of this Agreement, the Company will pay to the Agent as compensation hereunder, commissions, overrides and renewal commissions on premiums received by the Company on insurance issued upon applications procured on or after the effective date of this Agreement by the Agent or by the Agent's Producers in accordance with the Schedules attached hereto and made a part hereof.
- B. The Company will pay the Agent commissions and overrides as provided herein on premiums which are actually due, collected and paid to the Company on insurance issued by the Company.
- C. All commissions payable to the Agent shall be reduced, however, by the commissions which the Company may pay directly to the assigned Producers under the supervision of the Agent and approved by the Company, or to their executors, administrators, successors, assigns or surviving spouses or estates.
- D. The Company may from time to time substitute new Schedules governing calculation of or payment of commissions ("Commission Schedules") attached hereto. Any change in the rate of commissions, overrides and /or renewal commissions by virtue of any such new Schedules shall apply only to policies that are effective on or after the effective date of such new Commission Schedules.
- E. Statements of accounting shall, at the sole option of the Company, become final and binding upon the Agent forty-five (45) days after the period accounted for; and thereafter the Company shall not be liable to perform any audit, alteration or adjustment or to make an accounting; and in that event, except for the items questioned within the forty-five day period, the statement of accounting shall otherwise remain or become final as provided herein.

Agent acquiesces to and ratifies any interpretation of this agreement as manifested by the accounting or letter unless such interpretation is questioned in writing within forty-five (45) days from the date of such accounting or letter.

- F. It is acknowledged that the Company reserves the right to reject any applications submitted and to cancel or rescind any contract issued, returning where applicable, the consideration or any part thereof. In the event of such rejection, cancellation or rescission, any commission paid on the consideration returned shall forthwith be paid to the Company or withheld from other commission payments, or both. It is also acknowledged that premium rate increases are not commissionable.

### 6. VESTED COMPENSATION

- A. First year and renewal commissions on insurance sold by the Agent are vested subject to the requirements contained in the Commission Schedules in effect at the time the policy is effective.
- B. Such Compensation will be paid to the Agent on insurance that becomes effective after the termination of this Agreement, provided that the applications for such insurance are submitted by the Agent or Producer before the termination of this Agreement, and provided that this Agreement has not been terminated by the Company due to misconduct of the Agent.
- C. It is expressly agreed that any monies due the Agent at his/her death, if an individual or partner in a partnership, and any monies becoming due thereafter under this or any prior Agreement, shall be paid to \_\_\_\_\_ if such person survives the Agent, otherwise such monies shall be paid to the estate of the Agent.

- D. If at any time the renewal commissions payable amount to \$500.00 or less in a calendar year, the Company, at its option, may commute the value of said renewal commissions and pay a single sum in settlement of the renewal account.

#### 7. TERMINATION FOR MISCONDUCT

This Agreement and the agency relationship between the Company and the Agent shall terminate immediately upon the occurrence of the act or failure to act as specified below (whether then known or unknown to the Company) and no commissions, commission overrides, renewal commissions and/or other compensation shall be thereafter due or payable to any Agent, despite any provision of the Agreement to the contrary. Further, any commissions or compensation of any nature paid to the Agent by the Company subsequent to the occurrence of any act or omission specified below and resulting in immediate termination of this Agreement and the agency relationship, shall not constitute a waiver of the Company's rights under this provision and any such payments shall be repaid to the Company immediately upon demand.

- A. Failure to timely submit monies collected and owing to the Company or failure to timely distribute monies owing to policyholders or applicants or the misappropriation for the Agent's own use or for the benefit of others, funds of the Company or its policyholders or applicants.
- B. Fraud, misrepresentation, or negligence in connection with any duties imposed on the Agent under the terms of this Agreement.
- C. Directly or indirectly, individually or through or with others, inducing or attempting to induce a policyholder to lapse, forfeit, surrender or replace a policy in another insurer through misrepresentation or incomplete comparison of all the facts pertinent to the transaction.
- D. Directly or indirectly, individually or through or with others, taking action, including any communication, which could be reasonably construed to suggest that any other Agent or Producer terminate or breach their Agreement with the Company, whether or not the other Agent or Producer terminates or breaches their Agreement.
- E. Suffer the revocation or suspension of any license to act as an insurance agent or broker by the insurance department of any state.
- F. Surrender any license to the insurance department of any state, after the Agent had been cited for misconduct to avoid a hearing.
- G. Directly or indirectly, either individually or through or with others, taking action, including any communication, which could be reasonably construed to suggest that any insured or policyholder of the Company lapse, forfeit, surrender, or replace an insurance or other policy of insurance issued by the Company.
- H. Failure to prevent any Agent or Producer from breaching any provision of their Agreement and failure to timely report to the Company, knowledge of any such breach.
- I. Failure to cooperate with the Company in the response to and/or handling of consumer complaints, insurance department inquiries or consumer inquiries.
- In the event the Company learns after the fact of any of the above events, the Company, in its discretion, may change any earlier termination to a termination for cause, retroactive to the date of such termination. In the event the Company terminates an agent for cause as a result of a good faith and reasonable belief that the agent has engaged in misconduct as described in this Article 7, then the Company shall have the right to report such termination for cause, and the reason therefor, to the appropriate governmental and/or regulatory authorities, and the Company shall have no liability whatsoever to the Agent for any costs, expenses, damages, consequential or otherwise, resulting from such report.
- J. Failure to repay any indebtedness to the Company when due.
- K. Payment of any rebate, referral fee or commission splitting, except as permitted by law.

#### 8. RESPONSIBILITY

The Agent shall have the following responsibilities:

- A. The Agent shall keep a thorough and correct record and books or accounts of all transactions arising out of this Agreement. The Agent shall preserve and hold all documents, correspondence and records which come into the Agent's possession or under the Agent's control relating to the form of insurance or policies which the Agent is entitled to solicit for the Company. The Company, as often as it so desires, may examine, conduct an audit and/or copy any or all of the books and records of the Agent as it may deem necessary and the Agent shall do all things necessary to cooperate and assist the Company in making any such examination, audit or copying.
- B. All books of account, documents, vouchers, records, papers, insurance, policies and other printed material and equipment furnished the Agent by the Company are and shall remain the property of the Company. All such materials shall be returned by the Agent to the Company upon demand or upon termination of this Agreement.
- C. All premiums collected by the Agent or Producer shall constitute trust funds and shall not be subject to any use of the Agent whatsoever, but shall be transmitted forthwith to the Company. Any funds of the Company that are held by the Agent shall only be held with the written permission of the Company and shall be held separate and distinct from all

other funds either collected by or belonging to the Agent.

- D. The Agent shall be responsible to the Company for all business produced by the Agent and any Producers. The Agent shall be responsible for the acts of the Agent's employees.
- E. The Agent shall deliver to the Company such proof of loss or other evidence of Claim of any claimant of the Company, immediately upon receipt thereof. The Agent shall immediately deliver to the Company any complaints or other correspondence which relate to the Company's business and which are received by the agent from any regulatory agencies.
- F. The Agent accepts direct financial responsibility to pay and will, upon demand, pay or indemnify the Company from any and all expenses, costs, causes of action and damages resulting from or in consequence of any breach of this Agreement with the Company by the Agent, or by any Producers, or employees under the Agent's supervision, including any charge or expense relating to or in connection with any consumer complaint which arises from the actions of the Agent or any producers or employees under the Agent's supervision.
- G. The Agent shall be jointly and severally liable with each Producer to the Company for the acts and omissions of the Producer and for the payment of all monies due and liabilities under the Producer's Agreement. The Agent acknowledges that the Company may withhold compensation which becomes due to the Agent and set off the same on account of any indebtedness owed by any producer to the Company.
- H. The Agent accepts direct financial responsibility to pay and will, upon demand, pay or indemnify the Company for any and all expenses, costs, including attorney's fees, causes of action and damages resulting from, in consequence of or arising out of any breach of this Agreement. If the Agent is a corporation, the officers and owners of the corporation agree to personally guarantee the performance of all its terms, conditions and covenants and hereby accept personal liability for any money or payment including damages, which may become due to the Company for any breach of a provision of the Agreement without the necessity of the Company first enforcing any such claim against the corporation.
- I. The Agent shall abide by such reasonable rules and regulations regarding the responsibilities of the Agent as are from time-to-time promulgated by the Company.
- J. The Agent shall conform to the Company's Anti-Money Laundering Policies and Procedures as promulgated from time to time.
- K. The Agent shall comply with all laws, regulations and licensing requirements in the jurisdictions in which the agent shall solicit business, and failure to do so shall be grounds for immediate termination of this Agreement.
- L. Failure to comply with any of the foregoing provisions of this Article 8 will be cause for the automatic termination of this Agreement, and, at the option of the Company, the withholding of any and all commissions, overrides, renewal commissions, bonuses, service fees of other compensation due or that may become due and payable to the Agent.

#### 9. SECURITY INTEREST

The Agent hereby gives the Company a security interest in and to (a) any and all commissions, bonuses and/or overrides and/or other compensation accruing under this Agreement and (b) any and all other receivables of any kind which may accrue or be owing to the Agent as security for any debt or obligation of the Agent to the Company which may exist at any time, whether arising under this Agreement or otherwise, and may offset any such debt or obligation against such commission, bonus, override, service fees and/or other compensation. Neither extension of time for the payment of any such indebtedness nor modification of the amount of same which may be granted by the Company shall waive the Company's rights hereunder. The Agent agrees to execute such financing statements as the Company may reasonably require in order to perfect its security interest.

#### 10. TERMINATION

- A. The Agent or the Company may terminate this Agreement without cause, on the date specified in a written notice of termination. Such date shall not be less than thirty-one (31) days from the date the notice is mailed to the other party at such party's last known address.
- B. In addition, this Agreement shall terminate immediately upon occurrence of any of the following events, whether then known or unknown to the Company, and without the requirement of written notice from the Company to the Agent or the Agent's survivor or successors-in-interest:
- (1) If the Agent has made material misstatements in the application for appointment as an Agent or in any other data submitted to the Company with regard to the appointment as an Agent;
  - (2) If the Agent is an individual, upon the death of the Agent;
  - (3) If the Agent is a partnership, upon the death of any partner, a change of partners or dissolution of the partnership for any reason;
  - (4) If the Agent is a corporation, upon the dissolution of the corporation or disqualification of the corporation to do business under applicable state laws;
  - (5) If the Agent violates any of the provisions of Article 3(B), Article 7 or Article 8; or
  - (6) If the Agent's license is suspended or revoked or is voluntarily surrendered to the appropriate governmental

agency or authority.

- C. The terms and provisions of 8(A) through 8(L) inclusive and Article 9 shall survive the termination of this Agreement until such time as all of the responsibilities and obligations of the Agent have been fulfilled and/or completed.
- D. After the termination of this Agreement for any reason, the Agent shall:
  - (1) immediately deliver to the Company all records described in Article 8(B) hereof and, in addition, all other records, schedules, brochures, forms, books, computer listings, tapes and all other documents and materials relating to the business of the Company or regarding any insurance policies of the Company which are then in-force;
  - (2) refrain from directly or indirectly, individually or through or with others, take any action, including any communication, which could be reasonably construed to suggest that any insured or policyholder of the Company relinquish, by cash surrender or in any other manner, any insurance issued by the Company; provided however, that after one year from the effective date of the termination of this Agreement, this proscription shall not be applicable to any insured or policyholder of the Company which was not solicited by the Agent or a Producer while this Agreement was in-force; and
  - (3) refrain from persuading any agent, Producer or employee of the Company to terminate or breach any agreement with the Company.
- E. In the event that the Agent breaches any of the foregoing covenants set forth in Article 10(D), then, in addition to any other remedies the Company might have, the Company may cause any commissions which are due the Agent, or which may become due, to be withheld and set off against any loss of profits which the Company anticipates it may suffer by reason of any such breach and to compensate the Company for any expenses which the Company anticipates it will incur by reason of any such breach.
- F. If, pursuant to any of the provisions hereof, this Agreement terminates upon the act or omission or communication of the Agent or Producer, and the Company continues to make payment of any nature to the Agent or Producer, at a time when the Company is not aware of the act, omission or communication which resulted in termination of this Agreement, then all such payments shall be returned to the Company upon demand and, under no circumstances, shall the Agent have any interest in or right to any such payments.

**11. ASSIGNMENT**

No assignment of this Agreement or any compensation or rights and benefits accruing to the Agent hereunder shall be valid unless consented to in writing by the Company in advance. All assignments shall be subject to all rights of the Company under the terms and provisions of this Agreement. The rights and duties of any assignee under an assignment authorized by the Company shall be subject to all the terms and provisions of this Agreement.

**12. ENTIRE AGREEMENT-MODIFICATION**

This Agreement, the Schedules attached hereto, and any written Amendments or modifications shall be governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania, and it shall constitute the entire Agreement between the parties hereto and supersedes all prior understandings and agreements. No oral agreement or representation concerning this Agreement shall be binding on the Company. Any waiver, alteration or modification of the provisions of this Agreement or replacement of this Agreement shall not be valid unless in writing, signed by both parties, approved by the President, Secretary or Vice President of the Company and attached hereto. Any failure by the Company to insist upon strict compliance with the terms and conditions of this Agreement shall not be construed as a waiver thereof.

**13. NOTICE**

Any notices required hereunder to be sent to either of the parties by the other hereto shall be deemed to have sufficiently been given, if mailed, to DIRECTOR OF AGENCY LICENSING, RELIANCE STANDARD LIFE INSURANCE COMPANY, 2001 Market Street, Philadelphia, PA 19103 and to the Agent at the address of the Agent set forth on the first page hereof, or such addresses as may be filed by either party with the other.

**14. SEVERABILITY**

The invalidity or non-enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

**15. JURISDICTION AND ARBITRATION**

The Agent and Producer consent to personal jurisdiction existing in the Philadelphia County Court of Common Pleas and in the United States District Court for the Eastern District of Pennsylvania, in Philadelphia, Pennsylvania, for purposes of any litigation brought to enforce the provisions of this Agreement and for any other dispute arising between the Agent or producer and the Company, including the need to enforce the following provisions which mandate that any claim by the Agent or Producer or Company under this Agreement or any dispute among the parties be arbitrated.

The parties agree that any claim arising under this Agreement for breach or otherwise, and any other dispute between the parties shall be resolved by arbitration which, except as otherwise provided herein, shall be governed by the provisions of the Pennsylvania Arbitration Act. The arbitration shall occur in Philadelphia County, Pennsylvania, before three arbitrators, one chosen by the Company, one chosen by the Agent or Producer or both, and one chosen by the two arbitrators. All arbitrators shall be designated within thirty (30) days of the demand for arbitration, however, the parties' arbitrators shall have not less than two weeks to identify and obtain agreement of the third arbitrator to

participate. The first arbitration hearing shall occur not later than sixty (60) days after all arbitrators are appointed and the entire arbitration process, including written decision, shall be completed not more than 120 days subsequent to the first arbitration hearing having occurred.

The arbitrator's compensation shall be set on an hourly or daily basis, shall be reasonable and in conformity with prevailing standards for such effort at the time of the arbitration, and shall be shared equally by the parties, regardless of the result of the arbitration.

**16. MISCELLANEOUS PROVISIONS**

- A. If the Agent fails to repay any indebtedness to the Company when due, and the Company is required to initiate formal collection proceedings, the Agent shall be responsible to pay all such costs of collection, including, but not limited to collection agency fees, court costs and reasonable attorney's fees. In addition, all such sums due to the company shall bear interest at the rate of twelve percent per annum.
- B. Any commission research performed by the Company at the request of the Agent, including, but not limited to duplication of prior commission statements, shall be subject to a charge to the agent at the Company's standard hourly fee to perform such service. This charge shall not apply to research which is performed pursuant to Paragraph 5(E) hereof.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate by the parties hereto as on the date first above written.

**AGENT (Individual Appointment only sign below)**

WITNESS: \_\_\_\_\_ By: X \_\_\_\_\_  
Agent (Individual)

**CORPORATION (Corporate Appointment sign below)**

If the Agent is a corporation, an officer of the corporation must sign on behalf of the corporation. In addition, the principal officer or stockholder must also sign individually. Such signature shall be considered to be on behalf of all corporate officers individually as well as the company or corporation for which they are authorized to act. If the Agent is a partnership, all partners must sign on behalf of themselves individually as well as the partnership.

WITNESS: \_\_\_\_\_ By: X \_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
Printed Name and Title

WITNESS: \_\_\_\_\_ By: X \_\_\_\_\_, Individually  
Principal Officer or Stockholder

**MANAGING GENERAL AGENT**

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

By: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Printed Name and Title

**RELIANCE STANDARD  
LIFE INSURANCE COMPANY**

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

# RELIANCE STANDARD

Life Insurance Company

a DELPHI company

APPOINTMENT APPLICATION - Request for appointment to represent Reliance Standard Life Insurance Company  
TYPE OR PRINT ALL INFORMATION CLEARLY AND PROVIDE A COPY OF YOUR LICENSE(S)

Managing General Agent: \_\_\_\_\_ Code: \_\_\_\_\_ Contract Level For Appointed Agent: \_\_\_\_\_  
Reports to: \_\_\_\_\_ Code: \_\_\_\_\_

## I. VITAL STATISTICS:

Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_  
Appointment Type:  Individual  Corporate Tax ID Number: \_\_\_\_\_  
Corporation Name: \_\_\_\_\_  
Birth Date: \_\_\_\_\_ Mailing Preference:  Home  Business  
Home Address: \_\_\_\_\_ Business Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip+4: \_\_\_\_\_ Zip+4: \_\_\_\_\_  
Previous Home Addresses Last 5 Years:  
From \_\_\_\_\_ To: \_\_\_\_\_ Address: \_\_\_\_\_  
From \_\_\_\_\_ To: \_\_\_\_\_ Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Bus Phone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_ e-mail: \_\_\_\_\_

## II. LICENSE - current copies of all licenses listed below MUST be attached

State	State License Number.	Life	A&H
Resident State:	_____		
Additional State:	_____		

## III. BUSINESS EXPERIENCE – Employment History, Insurance and non-insurance related last three years:

Employer	Location	Position	From	To
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

## IV. List other carriers you are currently appointed with:

\_\_\_\_\_  
\_\_\_\_\_

## V. BACKGROUND – Please provide a complete explanation of any "yes" answers on a separate sheet:

1. Have you ever had any insurance agent, broker or professional license revoked or suspended?  No  Yes
2. Have you ever been fined, had an administrative action, suspension of license or otherwise been reprimanded by any licensing authority for any of the licenses you've listed above?  No  Yes
3. Have you ever been terminated by an insurance company within the past 5 years? (except for lack of production)  No  Yes
4. Are you in debt to any insurance co. and/or agency?  No  Yes
5. Have you ever had a complaint filed against you with a state Insurance Department?  No  Yes
6. Agents may be covered under error and omissions coverage (E&O) or a fidelity bond.
  - a. Do you currently have E&O or a fidelity bond?  No  Yes
  - b. Have you ever been refused E&O or a fidelity bond, or has any claim been made against you, your surety company or E&O insurer, arising out of your activities?  No  Yes
7. Have you ever filed a petition for bankruptcy or for protection from creditors?  No  Yes
8. Are any collection accounts, judgements, liens or suits pending against you?  No  Yes
9. Have you ever been involved in any litigation?  No  Yes
10. Have you ever been convicted of a felony?  No  Yes
11. Have you ever been convicted of a crime involving dishonesty or breach of trust?  No  Yes
12. Have you ever been convicted of a violation of 18 USCA §1033 (Crimes by or affecting persons engaged in the business of insurance whose activities affect interstate commerce?)  No  Yes
13. If you have ever been known by another name (alias aka) other than the name you have indicated on this application please provide the name(s) with a brief explanation of its existence and why it was used.

## VI. VERIFICATION:

I hereby certify that the foregoing statements are true and correct to the best of my knowledge and belief and I hereby grant authorization to Reliance Standard Life Insurance Company to verify such answers. I understand that any false statement on this application may be considered as sufficient cause for rejection of this application or for termination if such false statement is discovered subsequent to my becoming contracted. I understand that, if necessary, more information may be required to complete my file. I also understand that any information obtained by RSL will be made available to me upon my written request.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**FAIR CREDIT REPORTING ACT  
DISCLOSURE TO PROSPECTIVE AGENTS**

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Pursuant to the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.), you are hereby notified that Reliance Standard Life Insurance Company may request an investigative consumer report, which may include information as to your character, general reputation, personal characteristics and mode of living.

You have the right to request, in writing, within a reasonable period of time after your receipt of this notice and authorization, a complete and accurate disclosure of the nature and scope of the investigation requested and a written summary of your rights under Section 1681d of the Fair Credit Reporting Act.

This additional disclosure from Reliance Standard Life Insurance Company must be in writing and mailed to you, along with a written summary of your rights, within five (5) business days after receipt of your written request.

Please forward your written request to:

Reliance Standard Life Insurance Company  
ATTN: Agent Licensing Department  
2001 Market Street, Suite 1500  
Philadelphia, PA 19103

For additional information concerning the Fair Credit Reporting Act, the complete text of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., is available at the Federal Trade Commission's web site (<http://www.ftc.gov>).

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**INVESTIGATIVE AUTHORIZATION**

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Applicant's Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Social Security #: \_\_\_\_\_

I hereby authorize Reliance Standard Life Insurance Company to obtain an investigative consumer report on me, as defined under 15 U.S.C. § 1681a of the Fair Credit Reporting Act, which may include information as to my character, general reputation, personal characteristics and mode of living.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

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

## Part I Taxpayer Identification Number (TIN)

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

Social security number

or

Employer identification number

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

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

## Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;



- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for <b>9</b>
Broker transactions	Exempt recipients <b>1</b> through <b>13</b> . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients <b>1</b> through <b>5</b>
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients <b>1</b> through <b>7</b> <sup>2</sup>

<sup>1</sup> See **Form 1099-MISC**, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



**GA I - Annuity Commission Schedule (Level 18)**

**Effective Date: 09/28/2009**

This schedule amends all previous schedules and applies to all policies issued and premium received after the effective date.

**Commission reductions may apply to special interest rate offerings.**

For commission reductions by age, see Note (3) below.

<b><u>Annuity Plan:</u></b>	<b><u>First Year Commission Rate:</u></b>		
Alpha-SPIA (RSL-8312)	3.00%		
Apollo-MVA (RSL-8329, LRS-9184, LRS-9185)	6.00%		
Apollo-SP (RSL-8331, LRS-9201, LRS-9202)	5.00%		
Argus2000-MVA (RSL-8323, LRS 9077, LRS 9076)	7.50% Premium Year 1	4.50% Premium Years 2-5	
	0.00% Premium Years 6+		
Argus2000-SP (RSL-8322, LRS-9074, LRS-9075)	6.50% Premium Year 1	3.90% Premium Years 2-5	
	0.00% Premium Years 6+		
Eleos-MVA (RSL-8336, LRS-9347, LRS-9348)	4.00%		
Eleos-SP (RSL-8337, LRS-9345, LRS-9346)	3.00%		
Elektra-579 (RSL-8314, LRS-8963, LRS-8964)	5 Year 3.00%	7 Year 4.00%	
Elektra-6810 (RSL-8315, LRS-8965, LRS-8966)	6 Year 3.50%		
Keystone Index (RSL-8344)	5 Year 4.00%	7 Year 5.00%	10 Year 8.50%

**Notes:**

**(1) Commission Chargeback:**

If the annuity contract owner, or the annuitant when the contract is owned by a non-natural person, dies during the first contract year, and the contract is not continued by a spouse beneficiary, commissions will be reversed as follows: 100% if the date of death occurs during the first six months, and 50% if the date of death occurs during months 7 through 12 of the contract. *(does not apply to Alpha-SPIA)*

**(2) Commissions on Renewal of Elektra Policies:**

A renewal commission will be payable upon the election of a new guarantee period by the owner. The commission will be based upon the first year rate in effect for the new interest guarantee period selected. Renewal commission will not be payable if the Agent's Agreement to which this schedule is attached has been terminated.

**(3) Commission Reduction:**

The commission rates shown above will be reduced as follows:

a.) For traditional fixed products: **20%** for Annuitant issue ages 76 - 80 & **40%** for Annuitant issue ages 81 – 85.

b.) For Keystone Index products: **20%** for Annuitant issue ages 81-85.

*(age-based reductions do not apply to Alpha-SPIA)*

**(4) Commission Payment:**

Upon issue, commission will be paid on the first \$150,000 of premium for the Argus2000-MVA and Argus2000-SP plans, \$200,000 of premium for the Apollo-MVA and Apollo-SP plans, \$250,000 of premium for the Keystone-10 plan, \$300,000 of premium for the Eleos-MVA, Eleos-SP, Alpha-SPIA, Elektra-579 and Elektra-6810 plans, \$350,000 of premium for the Keystone-7 plan, and \$400,000 of premium for the Keystone-5 plan. Commission payment on the premium in excess of these amounts will be paid after the applicable "free look" period expires, as evidenced by a delivery receipt. Commissions shall not be earned unless the agent is licensed with RSL in the state of policy issue within ninety (90) days of the policy effective date. We also reserve the right not to pay commissions on internal rollovers or transfers.