

Lincoln Appointment Cover Page

FAX TO: CPS Insurance Services at (949) 863-9318

Date: _____ **Page 1 of** _____

From: _____

Agency/Company: _____

Phone: _____

E-mail Address (Required): _____

☐ Do Not E-Mail Confirmation of Receipt

Product Requested:

☐ Lincoln UL/VUL _____ ☐ MoneyGuard _____ ☐ Term _____ ☐ FPP Life Style Select _____

Attached are the following forms:

☐ Producer Endorsement Transmittal

☐ Producer Preliminary info

☐ Fair Credit Reporting Act

☐ LNL/LNY Broker Agreement

☐ Expense Reimbursement Agreement

☐ Compensation Schedules

☐ LTC (Long Term Care) Certification (LTC Cert req'd in IN, IL, CA, and NC)

☐ Copy of State Insurance License/s

COMMENTS:

These new forms are effective immediately and replace any previous contracting or appointment paperwork. As of September 1, 2002, any old forms will no longer be accepted. These new forms are all available on the First Penn-Pacific website (www.firstpenn.com) in .pdf format.

Contracting/appointment paperwork should be forwarded to our office along with a current copy of the state license(s). Forms can be mailed or FAXed as shown below:

CPS Insurance Services
Attn: Annuity Dept.
9 Corporate Park Dr. Ste 100
Irvine, Ca 92606
Call Center:(800)326-5433
FAX#: (949) 863-9318
E-mail: annuity@cpsinsurance.com

Thank you,

from all of us at CPS Insurance Services &

First Penn-Pacific
Life Insurance Co.

A member of Lincoln Financial Group®

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

For Agent or Broker Use Only. Not To Be Used With The
General Public



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

Producer Authorization & Appointment Packet

Producer Checklist:

- ☐ **Complete, sign and submit contracting/appointment forms:**
 - Fair Credit Reporting Act Disclosure & Authorization
 - Preliminary Information form
 - For MoneyGuard General Agents only - Submit 1 copy of Selling Agreement
- ☐ **Attach copies of all applicable licenses and any additional state required forms:**
 - Current copy of life licenses for each state in which you are requesting appointment
 - For MoneyGuard products, a health license is also required
 - Certification of pre-education or continuing education requirements, as needed
- ☐ **Submit appointment packet and license copies to your Managing Agency or Firm office.**

Managing Agency/Firm Checklist:

- ☐ **Complete and Submit Producer Endorsement Transmittal form:**
 - Review information submitted by Producer
 - Complete hierarchy and compensation details
 - Provide authorizing signature
- ☐ **Verify state license and appointment guidelines:**
 - Confirm appropriate state appointment(s) for the Producer and or Agency, including those receiving an override
 - If submitting new business at the time of initial appointment, please refer to our published State Appointment Guidelines chart to verify state requirements for restricted and non-restricted rules
- ☐ **Mail or FAX the completed forms and licensing copies to Producer Services**

Please keep the follow guidelines in mind when submitting paperwork on new producers:

- New appointment requests will be submitted to the appropriate state Department of Insurance by LNL based on current “restricted” and “non-restricted” appointment guidelines. For “restricted” states, LNL will submit the appointment request(s) as new producer paperwork is received. For “non-restricted” states, the appointment request is typically not submitted until the first piece of business is submitted. As state regulations change periodically, please refer to the ***State Appointment Guidelines*** for current state requirements.
- Lincoln Financial Distributors reserves the right to limit product line availability

LL-5232AA (04/03)



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

Producer Preliminary Information

These forms must be completed as part of your application for an appointment to represent the LFG affiliates indicated. All questions must be answered and the information provided will be kept in confidence unless release is required by law.

Last	First	M.I.		
Name:			D.O.B.	SSN or TIN:
Agency/Firm/Broker Dealer:			Business phone: 949-863-0700	
Business address: 9 Corporate Park Dr Ste 100 Irvine, CA 92606			Business fax: 949-863-9318	
Current residence address:			Home phone:	
E-mail Address: annuity@cpsinsurance.com			Lincoln Financial Advisors SA/PC #:	
If you have lived at your current address for less than 5 years, give your previous address.				

Address:

Licensing & Registration Information:

License Type: ☐ Life ☐ Life/Health ☐ Variable ☐ LTC ☐ Other _____
NASD Registration (if any): ☐ Series 6 ☐ Series 7 ☐ Series 63 ☐ Series 66 ☐ Other _____

Clearinghouse Name & # (if any): _____

Personal Information:

(Please provide a written explanation, including date of the event and date of discharge, for any yes answers on the next page of this form.)

Are you currently, or have you ever:	Yes	No
1. Been the subject of any customer complaint or complaint or proceeding by any securities, insurance or commodities regulatory body or organization?	<input type="checkbox"/>	<input type="checkbox"/>
2. Been suspended, expelled, fined, barred, censured, or otherwise disciplined or found to have violated any securities or commodities law or rule by any securities or commodities regulatory body or organization or employer in the commodities or insurance industry?	<input type="checkbox"/>	<input type="checkbox"/>
3. Been refused a license to sell insurance or been refused membership in any securities regulatory body or organization or had a license suspended or revoked by any Securities and/or State Insurance Department?	<input type="checkbox"/>	<input type="checkbox"/>
4. Been convicted of or pleaded nolo contendere to any felony or misdemeanor?	<input type="checkbox"/>	<input type="checkbox"/>
5. Had your contract, appointment or employment arrangement terminated or have you been permitted to resign from any insurance company or other financial services employer?	<input type="checkbox"/>	<input type="checkbox"/>
6. Been involved in a bankruptcy (personal or otherwise), had a salary garnished or had liens or judgements against you?	<input type="checkbox"/>	<input type="checkbox"/>
7. Been associated with Lincoln in any capacity?	<input type="checkbox"/>	<input type="checkbox"/>

If yes, list Lincoln Affiliate Name: _____ Dates of affiliation: _____

THIS SECTION DOES NOT APPLY TO BROKER DEALER APPOINTMENTS.

Direction to Pay: In consideration of my appointment by the above selected Company or Companies, I direct that all commissions payable by the Company or Companies for business written under this appointment be payable to:

Name: _____ SSN/TIN: _____

Signatures and Authorization:

By signing below, I certify the information given is an accurate statement of facts, the attached licenses and registrations are currently in-force and good standing, I have met all educational requirements for the states in which I am licensed and seeking appointments, and that I have fulfilled the appropriate examinations, education and training requirements. By my signature below, I also give the above selected Company or Companies permission to investigate as necessary to verify this information. I realize that this authorization, in original or copy form, is valid now or any time in the future.

Producer (Applicant): _____ Date: _____



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

Additional Information or Instructions:

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

350 Church Street, MPC-4
Hartford, CT 06103-1106
(800) 238-6252 voice
(860) 466-2504

**Lincoln Retirement
Lincoln Life & Annuity Company of New York***

P.O.Box 7833, 5H39
Fort Wayne, IN 46801-7833
(800) 331-4949 voice
(260) 455-1267 fax

First Penn-Pacific Life Insurance Company

Contracting and Appointment Paperwork
Lincoln Financial Group
Attn: Producer Services
PO Box 5048
Hartford, CT 06103-1106
(877) 378-7366 voice
(847) 466-3157 fax
Overnight: 350 Church Street, MPC2
Hartford, CT 06103-1106

**Lincoln Life & Annuity Company of New York issues are based on product line. Annuity Information should be sent to the Ft. Wayne, IN office and Life Information should be sent to the Hartford, CT office.*

LL-5232AA(04/03)

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



SELLING AGREEMENT

Fixed Life Products

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

GENERAL AGENT:

Name

Address

City, State, Zip Code

FORT WAYNE, INDIANA

Lincoln Financial Group, Attn: Producer Services, 350 Church St, MPC2, Hartford, CT 06103-1106

LL-5237AA (04/03)

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required by state or federal law, regulation or rule. General Agent agrees not to disclose Confidential Information to any third parties without prior written permission of the disclosing party. The General Agent shall promptly report to Lincoln Life any unauthorized disclosure or use of any Confidential Information of which it becomes aware. Lincoln Life has the right to make reasonable requests to inspect, during normal business hours, the General Agent's facilities, data and records, associated audit reports, summaries of test results or equivalent measures taken by General Agent to ensure compliance with the Privacy Law for the purposes of verifying that the confidentiality provisions of this Agreement are being complied with.

15. ERRORS AND OMISSIONS

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

16. TERMINATION

This Agreement may be terminated by either Lincoln or the General Agent upon thirty (30) days written notice. If the General Agent is a corporation, its dissolution, cessation of doing business, bankruptcy or commission of any act of bankruptcy will cause immediate termination of this Agreement. Lincoln at any time also may terminate this Agreement immediately for cause. "Cause" includes determination by Lincoln that the General Agent has breached this Agreement; has become involved in any legal or regulatory proceeding which might impair its ability to perform its obligations; has committed, or attempted to commit, an illegal or fraudulent act; has encouraged the inappropriate replacement of Lincoln policies; has acted detrimentally towards Lincoln or its policyholders; has withheld funds or documents from Lincoln or its policyholders; has misrepresented Lincoln's products or services; has misrepresented, falsified or omitted (or has encouraged or attempted to misrepresent, falsify or omit) material information furnished to Lincoln on any applicable license or bond refused, cancelled or not renewed.

Upon termination, the General Agent or its legal representative will immediately cease acting on behalf of Lincoln, will return all of Lincoln's property, and will promptly account to Lincoln for all funds held on behalf of Lincoln. Commissions will continue to vest as provided in Section 5 of this Agreement.

17. CONSTRUCTION AND EFFECT

As used in this Agreement, the term "General Agent" includes the General Agent's employees, producers and agents and the term "contract" includes any policy, certificate, endorsement, rider or addendum. This Agreement constitutes the entire understanding between Lincoln and the General Agent and supersedes all prior agreements. Failure to exercise any right in this Agreement will not constitute a waiver. Any written notice under this Agreement must be delivered personally or by certified mail, postage prepaid, to the last address furnished in writing by one party to the other. This Agreement is governed by Indiana law and will become effective on the effective date set forth below.

18. AUTHORIZATIONS

General Agent Name

Authorized Signature

Social Security or Tax Identification Number

Peter Holden

Marketing Director Name

FHINS

Marketing Director Code Number

CPS Insurance Services

Marketing Company Name

FOR HOME OFFICE USE ONLY

The Lincoln National Life Insurance Company

Authorized Signature

Title

Effective Date

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.

Broker:

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: _____

CPS PRODUCER PROFILE

Please complete this form, and return it to us.
We must have a completed and signed version of this form on file.

Producer Name _____

Company/Corporation Name _____

Fax Number _____ Email Address _____

Business Address _____

City _____ State _____ Zip _____

Home Address _____

City _____ State _____ Zip _____

Mail to (check one): ☐ Home ☐ Business

Preferred method of receiving correspondence (check one):

☐ email ☐ fax ☐ mail

Business Phone _____ Home Phone _____

Social Security # _____ Tax ID # _____

Insurance License Number _____ Date of Birth _____

Designations: CLU CPCU ChFC RHU CFP LUTC CIC (circle applicable)

Do you carry E&O insurance? ☐ No ☐ Yes, name of carrier _____

Are you securities licensed? ☐ No ☐ Yes (circle applicable) 6 7 22 24 26 63

If NASD registered, what is the name of your broker dealer? _____

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***** Important, please read and sign other side *****

CPS INSURANCE SERVICES / CA LIC.# 0571612
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255
LICENSING DEPARTMENT FAX 949-225-7157

IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgements, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortious act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Producer

Date

We appreciate your business.

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CPS INSURANCE SERVICES / CA LIC.# 0571612
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255
LICENSING DEPARTMENT FAX 949-225-7157