

CARRIER: TRANSAMERICA
PACKET CURRENT AS OF: 01-24-05

**CARRIERS REQUIRE ALL
PAGES OF THE
LICENSING PACKET BE
SUBMITTED IN ORDER TO
COMPLETE YOUR
CONTRACTING – THEY NEED
THE ENTIRE
CONTRACT/AGREEMENT AND
ALL RELATED DOCUMENTS.**

**EVERY PAGE NEEDS TO BE
REVIEWED, COMPLETED, OR
SIGNED – THANK YOU FOR
MAKING SURE TO RETURN
EVERY PAGE OF THE PACKET
WE SEND TO YOU, BACK TO
US AT CPS.**

Premier Brokerage Services, Inc.

CHECKLIST FOR TRANSAMERICA CONTRACTING

To become contracted with Transamerica, please submit the following to us in the enclosed postage paid envelope. **Please note that you must be appointed with Transamerica before an application can be submitted.**

1. **A copy of your state license.** For corporate licensing, send a copy of your corporate license as well as all active officers' licenses. If you will be contracted as a non-resident agent, please include a copy of your resident state license, and your non-resident state license. Please note that Transamerica will not pay for non-resident appointment fees.
2. Complete and Sign the **Contract Application**.
3. Complete and sign the **Auto-Pay Authorization form** only if you wish to have your commissions direct deposited to your bank.
4. Submit **Proof of your E&O coverage**. Send us a copy of your certificate of insurance or the first page of your policy. Transamerica requires all agents to carry E&O insurance and your proof of coverage must have your name on it.
5. **State forms** are required for Ohio only.

If you do not already have Errors and Omission coverage, you may call one of the following Errors and Omission carriers for information.

Jefferson Pilot Financial, Manning Riddell Ins, E&O 1-800-437-4433
Lincoln Benefit Life, Aon Direct Group E&O 1-800-621-0711



CONTRACT APPLICATION FOR:

- ☐ Agent Contract (Full-time Career Agent)
☐ Independent Producer Contract (Broker)
☐ Sales Director (Application required for individuals not currently contracted with Transamerica)

Requesting GA Name: PREMIER BROKERAGE GA Code: 3710 Date: / /

PART I To be completed by applicant. Please read carefully and answer all questions.

Applicant is: ☐ An Individual ☐ A Corporation ☐ A Partnership

I am requesting an agreement with:

- ☐ Transamerica Occidental Life Insurance Company (TOLIC—Fixed Life and/or Long-Term Care Insurance)
☐ Transamerica Life Insurance and Annuity Company (TALIAC—Fixed Annuities and/or Retirement Services)
☐ Transamerica Assurance Company (TAC—Worksite Marketing)

I am also requesting the company(ies) make application(s) to the Department(s) of Insurance for the issuance of a license and/or appointment authorizing the solicitation of applications on behalf of the company(ies). I understand that I may not solicit applications for the company(ies) until I am properly licensed and appointed.

☐ I intend to solicit Long-Term Care Insurance applications for TOLIC (check if applicable, in addition to contract type).

(Please see Part VI for additional provisions regarding applicant's agreement to be bound by the Agent and/or IPC contract or contracts.)

PART II Applicant Name and Address Information

Section A: (If applicant is an individual, complete section A only.)

Last Name: First Name: Middle Name:

Social Security Number: Do you plan to market using a DBA? Yes No If so,

please provide the supporting documentation, i.e., approval of required jurisdiction(s), DBA Name:
(See page six for general instructions concerning Taxpayer Identification Number (TIN) Information.)

Home Phone # () Cell Phone # () Pager # ()

Business # () Fax # () E-mail Address:

Mr. Mrs. Ms. D.O.B. / / Driver's License # State:
Business Address:

Mailing Address: Street City State Zip Code

Residence Address: Street City State Zip Code

 Street City State Zip Code

How long at this residence address? Years Months If less than five years, please provide past five years below:

Residence Address: Street City State Zip Code

Section B: (If applicant is a corporation or partnership, complete section B only.)

Partnership or Corporate Firm Name: EIN:
(SEE PAGE 6 FOR INSTRUCTIONS)

Do you plan to do business as a DBA? Yes No If so, please provide the supporting documentation, i.e., approval of

required jurisdiction(s), DBA Name: , and EIN for DBA if acquired
(See page six for general instructions concerning Taxpayer Identification Number (TIN) Information)

Business # () - Fax # () - E-mail Address: _____

Business Address: Street City State Zip Code

Mailing Address, if different from business address: _____

Name of person who will sign as principal of this organization: _____ Title _____

(Please complete Part II, Section A for principal.)

(A Solicitor Application form, TOA 560, must be completed for additional principals and signing officers.)

For corporation/partnership, give names of all officers and principals, and their titles. If necessary, please continue on a separate sheet of paper. (Please complete a Solicitor Application form for each person who will solicit Transamerica business on behalf of the corporation or partnership.)

NAME

TITLE

NAME

TITLE

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PART III

Employment/Appointment History

- 1) How long have you been an insurance agent or broker? _____. Below, please list the companies that you currently represent:

Company Name

Effective Date

_____	_____
_____	_____
_____	_____

- 2) If this information covers less than five years, please provide details of employment history to complete the five-year period in the following section.

Employer

Address

Position

From

To

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- 3) Are you now or have you ever been contracted with any Transamerica company? ____ Yes ____ No If yes, which agency? _____

- 4) Please provide a copy of your individual and/or corporate resident license (and/or a copy of your Letter of Certification, if your resident state requires such).

- 5) Do you plan to solicit Transamerica business in other states? ____ Yes ____ No If so, are you currently licensed in those states? ____ Yes ____ No. If yes, please provide details including copy(ies) of license(s) for those states (please provide copy(ies) of non-resident license(s) and send non-resident fees.) If not, please be aware that no solicitation of business may occur until you are properly licensed and appointed as required in those states.

- 6) Do you plan to have any of your employees solicit Transamerica business on your behalf? ____ Yes ____ No. If so, please have every employee soliciting Transamerica business complete a Solicitor Application form.

PART IV**Background Information
(Confidential Data)**

The following questions must be answered by the applicant. If the applicant is a corporation or partnership, the questions apply to the firm and to each of its principals and officers. If you answer YES to any questions, please complete details and explanation on a separate sheet of paper and provide supporting documentation.

- 1) Have you ever been convicted of, pled guilty, or no contest to a felony or misdemeanor? ____ Yes ____ No
Note: You may omit misdemeanor convictions for possession of marijuana that occurred more than two years ago.
- 2) Is there any criminal indictment or criminal proceeding pending against you? ____ Yes ____ No
- 3) Have you, or any business of which you were or presently are a principal, been involved in a bankruptcy action within the last seven years? ____ Yes ____ No (If YES, please attach detailed explanation and a copy of the discharge papers, if applicable.)
- 4) Have you been a plaintiff or defendant in any court proceeding within the last seven years? ____ Yes ____ No
Note: You may omit actions involving matters of family law.
- 5) Do you presently have, or have you ever had, any professional designations or memberships in industry organizations? ____ Yes ____ No (If YES, please provide a list of such designations or memberships and indicate dates of activity.)
- 6) Have you ever had any license denied, suspended, or revoked, or been the subject of a disciplinary action which resulted in a fine, penalty or restricted license status? "License" shall include the following: a license issued by a state insurance department, a state securities agency, the NASD, the SEC, or any other regulatory agency (or any other professional license or designation). ____ Yes ____ No
- 7) Have you ever been discharged, or have you ever been requested to resign, from any employment? ____ Yes ____ No
- 8) Have you ever had any company appointments involuntarily terminated? ____ Yes ____ No
- 9) Are there any outstanding judgments, liens, or garnishments against you, or any business of which you were or presently are a principal? ____ Yes ____ No
- 10) Do you have unresolved matters pending with the Internal Revenue Service or other taxing authorities? ____ Yes ____ No
- 11) Does any insurer, general agent, agent, or broker claim you are indebted to it for unpaid premiums, mishandling collateral, losses sustained, or any other reason? ____ Yes ____ No
- 12) Has any E&O carrier denied, paid claims on, or canceled your coverage? ____ Yes ____ No
- 13) Are you currently covered under an E&O policy? ____ Yes ____ No If yes, give details on the next line.
(Please provide copy of policy face page or certificate.)
Name of Carrier: _____ Coverage Exp. Date: ____/____/____ Amount of Coverage: _____
- 14) Has a bonding or surety company denied, paid out on, or revoked a bond for you? ____ Yes ____ No
- 15) Have you ever had a bond declined or canceled? ____ Yes ____ No
- 16) Are you currently bonded? ____ Yes ____ No

PART V

Notice and Release

**Notice to Persons Applying for Sales Representative Positions
with Transamerica Occidental Life Insurance Company, Transamerica Assurance Company, and
Transamerica Life Insurance and Annuity Company**

Federal law requires you be advised that in connection with your application to represent Transamerica Occidental Life Insurance Company, Transamerica Assurance Company, and Transamerica Life Insurance and Annuity Company (referred to as "Transamerica") for the purpose of selling its products, a consumer report and/or investigative consumer report may be prepared whereby information is obtained through credit reporting agencies and/or personal interviews with your neighbors, friends, or others with whom you are acquainted. Such reports are usually part of the process of evaluating suitability for a sales representative position. Inquiry may be made into your character, general reputation, personal characteristics and mode of living and credit information. It is possible that a representative of a firm employed to make such reports may call upon you in person.

You have a right to request disclosure of the nature and scope of the investigation upon written request to our Home Office made within a reasonable time after the receipt of this notice. A summary of your rights under the Fair Credit Reporting Act is attached hereto.

Authority for Release of Information

To Whom It May Concern:

I hereby authorize Transamerica or its legal representative to obtain any information from former or current employers, criminal justice agencies, consumer reporting agencies, or individuals, relating to my activities. This information may include, but is not limited to achievement, performance, attendance, personal history, credit, and conviction records. I hereby direct you to release such information upon request to Transamerica or its legal representative. I understand that Transamerica or its legal representative may be required by law to release information obtained to government agencies.

I hereby release all persons and entities, including record custodians, from any and all liability for damages of whatever kind or nature which may at any time result to me on account of compliance, or any attempts to comply, with this authorization. A photocopy of this release shall be as valid as the original.

PART VI

Applicant Signature Section

I have thoroughly reviewed this application and have answered all questions to the best of my knowledge. By signing below, I hereby agree to all matters set forth above and below, including, without limitation, a multi-company assignment of commissions set forth in Part VIII and the acknowledgment authorizations and releases set forth in Part V.

I hereby agree that if and when any or all of the companies issue to me any Contract(s) for which I hereby apply, I will be bound by such Contract(s) (Independent Producer Contract on form number CNT-550 for TOLIC, CWN-550 for TAC, TFN-550 for TALIAC; or Agent Contract on form number CNT-500 for TOLIC, CWN-500 for TAC, TFN-500 for TALIAC; or on Non-Individual Agent Contract form number CNT-525 for TOLIC, CWN-525 for TAC, and TFN-525 for TALIAC). I understand that my supervising office has specimen forms of the Contract(s) on file and I have had the opportunity to review such Contract(s). My submitting to the company any application for an insurance policy or annuity contract shall constitute my agreement to such Contract(s), and all of the terms, conditions, and provisions set forth therein. I acknowledge that by signing this Contract Application and by submitting any such insurance application for an insurance policy or annuity contract, I have so agreed to the Contract(s) and no further signature by me shall be necessary.

I have been provided with pages five (5) through ten (10) of this application, for my records.

Applicant Signature

____/____/____
Date

PART VII

General Agent Signature Section

GA Signature

____/____/____
Date

PART VIII: MULTI-COMPANY ASSIGNMENT OF ALL COMMISSIONS AS COLLATERAL SECURITY

The Applicant, hereinafter called the Assignor, for value received, assigns to Transamerica Occidental Life Insurance Company, Transamerica Life Insurance and Annuity Company and Transamerica Assurance Company, and to any other company which is a subsidiary or affiliate of Transamerica Occidental Life Insurance Company, Transamerica Corporation or Transamerica Insurance Corporation of California, individually and collectively referred to herein as Assignee or Assignees, their successors and assigns, all of the Assignor's rights, title and interest in and to any and all commissions and other compensation of any nature whatsoever now due and payable or hereafter to become due and payable under the terms of any and all agency contracts and commission agreements, now or hereafter existing, between the Assignor and each Assignee.

This Assignment is given to secure the payment of any present or future debit balance in the Assignor's account with each Assignee and any other present or future indebtedness of the Assignor to each Assignee. Notwithstanding anything to the contrary in any other agreement heretofore or hereafter executed between the Assignor and any Assignee, it is expressly agreed, but not by way of limitation, that the foregoing includes repayment of advances against commissions heretofore or hereafter given to the Assignor by any Assignee toward repayment of such advances and interest.

This Assignment shall be subject without exception to the terms, limitations and conditions of said agency contracts and commission agreements and to all rights thereunder of the Assignees, their successors and assigns. Notwithstanding this Assignment there is reserved to each Assignee, its successors and assigns, the right to offset against said commissions and other compensation any and all advances from the Assignees to the Assignor and any indebtedness without exception of the Assignor to any Assignee now existing and such other and future indebtedness which any Assignee, its successors and assigns, would have been authorized to deduct from or offset against said commissions or other compensation payable to the Assignor if this Assignment had not been made. If the Assignor is or hereafter becomes insured under or covered by any group insurance, pension, retirement, deferred compensation or other benefits plan, or any policy plan providing errors and omissions protection or similar insurance, provided by any Assignee for its agents or utilizing any Assignee's accounting facilities, the Assignor reserves the right to authorize any Assignee, or to continue any existing authorization, to deduct from said commissions and other compensation the Assignor's premium or other contributions to or for such plans and policies and to authorize increases in the amount of such deductions.

It is the intent of this Assignment that any Assignee receive and retain the commissions and other compensation which are the subject of this Assignment only to the extent necessary to secure repayment of any present or future debit balance in the Assignor's account with such Assignee and any other present or future indebtedness of the Assignor to such Assignee. Therefore, notwithstanding anything to the contrary herein, each Assignee is hereby authorized and directed to pay all commissions and other compensation in the Assignor's account with such Assignee to the Assignor for his/her own use and purpose unless and until an Assignee determines that it is necessary to enforce the terms of this Assignment to protect its interest in such debit balances and other indebtedness within the intent of this Assignment.

Each Assignee is hereby authorized and directed to pay all commissions and other compensation hereby assigned directly to any other Assignee, unless and until it receives a written release of this Assignment.

All Assignees are hereby authorized to receive any moneys now due and payable and which may become due and payable under the above indicated agency contracts and commission agreements. The Assignor hereby ratifies any acts that any Assignee may make in connection with this Assignment.

It is intended that the provisions of this Agreement be construed in the same manner as if the Assignor had executed separate assignments in favor of each of the companies that constitute an Assignee hereunder.

PART IX General Instructions Concerning Taxpayer Identification Number (TIN)

Under current tax laws, you are required to give us your correct TIN (either a Social Security Number (SSN) or Employer Identification Number (EIN)).

The Internal Revenue Services (IRS) uses the TIN for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return.

Transamerica must generally withhold 31% of your commission payments if you do not give us a correct TIN. Certain penalties may also apply. Following are some general guidelines:

- **Individuals:** If you are an individual, you must provide the name shown on your social security card. However, if you have changed your last name (e.g., due to marriage) without informing the Social Security Administration, please enter your first name, the last name shown on your social security card and your new last name.
- **Sole Proprietors:** You (the owner) must provide your individual name as it appears on your social security card. You may also provide your "doing business as" name. You may use either your SSN or EIN. Show the name that appears on your social security card and the business name as it was used to apply for your EIN or Form SS-4. Please note that use of an EIN may result in unnecessary IRS notices being sent to Transamerica by the IRS.
- **Corporation and Partnerships:** Provide us the name and EIN of the partnership or corporation.

If you do not have a TIN, you must request one from the Social Security Administration by using Form SS-4 (for EINs) or SS-5 (for SSNs).

Attachments/Enclosures

- ◇ Additional information to any "Yes" answers
- ◇ Copy of current resident license
- ◇ Copy of non-resident license(s)
- ◇ Supporting documentation, i.e., court records
- ◇ Voided check or savings deposit slip for Auto-Pay

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you – such as if you pay your bills on time or have filed bankruptcy – to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you – such as denying an application for credit, insurance, or employment – must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every 12 months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs – to which it has provided the data – of any error.) The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

DO NOT RETURN THIS COPY OF THE SUMMARY OF RIGHTS UNDER THE FAIR CREDIT REPORTING ACT. IT IS YOURS TO KEEP, FOR YOUR FILE.

- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address, and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone – such as a creditor who reports to a CRA – that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; 10 years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA – usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you recall, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user, or (in some cases) a provider of CRA data violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

**FOR QUESTIONS OR CONCERNS
REGARDING:**

CRAs, creditors and others not listed below

National banks, federal branches/agencies of
foreign banks (word "National" or initials "N.A."
appear in or after bank's name)

Federal Reserve System member banks
(except national banks, and federal
branches/agencies of foreign banks)

Savings associations and federally chartered
savings banks (word "Federal" or initials "F.S.B."
appear in federal institution's name)

Federal credit unions (words "Federal Credit
Union" appear in institution's name)

State-chartered banks that are not members of
the Federal Reserve System

Air, surface, or rail common carriers regulated
by former Civil Aeronautics Board or Interstate
Commerce Commission

Activities subject to the Packers and Stockyards
Act, 1921

PLEASE CONTACT:

Federal Trade Commission
Consumer Response Center - FCRA
Washington, DC 20580
202-326-3761

Office of the Comptroller of the Currency
Compliance Management, Mail Stop 6-6
Washington, DC 20219
800-613-6743

Federal Reserve Board
Division of Consumer & Community Affairs
Washington, DC 20551
202-452-3693

Office of Thrift Supervision
Consumer Programs
Washington, DC 20552
800-842-6929

National Credit Union Administration
1775 Duke Street
Alexandria, VA 22314
703-518-6360

Federal Deposit Insurance Corporation
Division of Compliance & Consumer Affairs
Washington, DC 20429
800-934-FDIC

Department of Transportation
Office of Financial Management
Washington, DC 20590
202-366-1306

Department of Agriculture
Office of Deputy Administrator - GIPSA
Washington, DC 20250
202-720-7051

Notice

Notice to Persons Applying for Sales Representative Positions with Transamerica Occidental Life Insurance Company, Transamerica Assurance Company, and Transamerica Life Insurance and Annuity Company

Federal law requires you be advised that in connection with your application to represent Transamerica Occidental Life Insurance Company, Transamerica Assurance Company, and Transamerica Life Insurance and Annuity Company (referred to as "Transamerica") for the purpose of selling its products, a consumer report and/or investigative consumer report may be prepared whereby information is obtained through credit reporting agencies and/or personal interviews with your neighbors, friends, or others with whom you are acquainted. Such reports are usually part of the process of evaluating suitability for a sales representative position. Inquiry may be made into your character, general reputation, personal characteristics and mode of living and credit information. It is possible that a representative of a firm employed to make such reports may call upon you in person.

You have a right to request disclosure of the nature and scope of the investigation upon written request to our Home Office made within a reasonable time after the receipt of this notice. A summary of your rights under the Fair Credit Reporting Act is attached hereto.



**AUTO-PAY AUTHORIZATION
TO BE COMPLETED BY THE PRODUCER**

GA Name: _____

GA Code: _____

This section authorizes Transamerica to deposit your compensation into your checking, money market, or savings account. For checking or money market account, please include a voided check. For savings account, please include a deposit slip.

I hereby authorize Transamerica Occidental Life Insurance Company (TOLIC) and Transamerica Life Insurance and Annuity Company (TALLAC) (hereafter called the Company) to initiate deposits (credits) and/or corrections to the previous credits to the financial institution indicated below. The financial institution is authorized to credit and/or correct the amounts to my account. This authority is to remain in full force and effect until the Company has received written notification from me of its termination in such time and such manner as to afford the Company and the financial institution a reasonable opportunity to act on it.

Your Name: _____

Your Control Code: _____

Social Security Number or Employer Identification Number: _____

Financial Institution Name: _____

Financial Institution Address: _____
Street *City* *State* *Zip Code*

Checking or Savings Account Number: _____

EFT Transit/ABA Number: _____

Account Types: ☐ Checking/Money Market ☐ Savings

Applicant's Signature _____

_____/_____/_____
Date

Transamerica Compensation

UL/2nd to Die

75% + 2% renewals

20/30

85%

15

80%

10

75%

1

70%

NO RENEWALS ON TERM
2% Renewals on UL

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 _____

Do you assign commissions? ☐ No ☐ Yes, to whom _____

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? _____

Page 1

***** 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