

CARRIER: LINCOLN NATIONAL LIFE/FPPL
LINCOLN LIFE
PACKET CURRENT AS OF: 04-04-05

**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.**



Lincoln Appointment Cover Page

FAX TO: Lincoln Producer Solutions (860) 466-2504

Date: / /2004

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 (Indiana and Illinois only)

☐ Copy of State Insurance License/s

COMMENTS:



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

Producer Endorsement Transmittal

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

Sponsoring Distribution Partner:			
MGA/Firm:	CPS Insurance Svc	Tax ID:	
Office Location:		MGA Code (if any):	FHINS
Contact Person:		Phone #:	
E-mail Address:			

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

Contracting, Hierarchy and Commission Information:

This section MUST be completed in order to ensure proper payment of commissions.

Direction to Pay (Commissions paid to): Name: _____
SSN or TIN: _____

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

Special Instructions:

LL-5231AA(04/04)



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)



1300 South Clinton Street
Fort Wayne IN 46802

Fair Credit Reporting Act and California Investigative Consumer Reporting Agency Act Disclosure & Authorization

Disclosure of Intent to Obtain Consumer Report and/or Investigative Consumer Report

The Lincoln National Life Insurance Company and its affiliates ("Lincoln") will 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 to appoint you as a Lincoln distributor, or if you are a Lincoln distributor, in 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 as well as under California's Investigative Consumer Reporting Agency Act ("ICRAA"). A summary of your rights under Section 1786.22 of the California "ICRAA" is attached.

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 The Lincoln National Life Insurance Company.

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 consumer's friends, neighbors, associates or with others who have knowledge about such information, such a report is an "investigative consumer report".

Lincoln uses the services of Business Information Group, PO Box 130, Southampton, PA 18966 for investigative consumer reporting, and the investigation includes verification of your Social Security Number, a financial and credit records search, civil suits and judgments records search and a criminal records search. If you would like a copy of the investigative consumer report, please check the box below.

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 are available on the Federal Trade Commission's web site 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

☐ Yes, I would like a copy of the investigative consumer report prepared for me.

By signing below, I hereby voluntarily authorize The Lincoln National Life Insurance Company and its affiliates ("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. I further authorize all persons and entities (including, but not limited to business, 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 I have rights under the Fair Credit Reporting Act and California's Investigative Consumer Reporting Agency Act, including rights discussed above and on the attached page. My signature below confirms that I have read the information contained in this form.

Name (print or type)

Date

Signature

Date

Please send to: Sales Authorization 5H39, Lincoln Life, PO Box 7833, Fort Wayne IN 46801-7833.
If you have any questions, call 800 331-4949.

**Summary of the
Provisions of
Section 1786.22 of
the California
Investigative
Consumer
Reporting Agency
Act**

- (a) An investigative consumer reporting agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
 - (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
 - (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative consumer reporting agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
 - (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an investigative consumer reporting agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- (d) The investigative consumer reporting agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10.
- (e) The investigative consumer reporting agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An investigative consumer reporting agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.



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

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

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

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

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

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

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

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

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

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

Name (print or type): _____ Date: _____
Signature: _____



Producer 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.

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

Last	First	M.I.		
Name:			D.O.B.	SSN or TIN:
Agency/Firm/Broker Dealer:			Business phone:	
Business address:			Business fax:	
Current residence address:			Home phone:	
E-mail Address:			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 *
First Penn Pacific
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

**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(02/03)

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

Administrative Office: 10 North Martingale Road Schaumburg, Illinois 60173-2268

LL-5237AA (07/02)

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

1. RELATIONSHIP

The General Agent may represent Lincoln Life as set forth in the Agreement. The General Agent will act in good faith when dealing with Lincoln and the Lincoln policyholders. The General Agent acknowledges that all policies are the property of Lincoln. The General Agent is an independent contractor with Lincoln and not an employee of Lincoln. The General Agent shall, in its sole discretion, select the persons from whom it will solicit applications for insurance policies, as well as the time, manner and place of solicitation.

2. AUTHORITY

The General Agent may:

- a) solicit, personally and through agents, applications for Lincoln insurance policies described in the Schedule of Commissions,
- b) collect the full initial premium for such policies,
- c) forward promptly all applications and initial premiums to Lincoln,
- d) deliver policies issued by Lincoln in accordance with applicable delivery requirements,
- e) make reasonable efforts to maintain Lincoln's policies and to provide reasonable assistance to Lincoln policyholders, and
- f) contact prospective agents to solicit Lincoln insurance policies and to recommend such prospective agents to Lincoln.

3. MARKETING STANDARDS

The General Agent is expected to follow these professional standards:

- a) abide by and conform to all provisions of the laws and regulations in the jurisdictions in which doing business,
- b) always place the best interests of customers above their own direct or indirect interest,
- c) determine that any replacement of life insurance or financial product must be beneficial for the customer,
- d) make full and adequate disclosures of all facts necessary for customers to make informed decisions,
- e) maintain a high standard of professional competence and give the best possible advice to customers by seeking to maintain and improve professional knowledge, skills and competence
- f) immediately notify the carrier of any consumer complaints.

4. LIMITATIONS OF AUTHORITY

The General Agent may not:

- a) make, alter or discharge any policy or other contract involving Lincoln,
- b) pay any premium personally,
- c) accept any premium other than by check issued by the policyholder and payable to Lincoln,
- d) waive or modify any terms of any policy, including rates or conditions of limitations,
- e) execute any documents on behalf of a proposed insured or policy holder,
- f) approve evidence of insurability,
- g) bind or commit Lincoln to any policy, contract, risk or otherwise,
- h) deliver any policy where the health of the applicant at the time of delivery is other than as stated in the application for insurance,
- i) receive any premiums after the initial premium,
- j) extend time for any premium payment or reinstate any lapsed policy,
- k) adjust or settle any claim,
- l) retain any issued policy beyond thirty (30) days of issue,
- m) solicit applications in any state without a valid state insurance license, or Lincoln Life appointment, if required prior to solicitation,
- n) enter into any legal proceedings pertaining to Lincoln or obligate Lincoln for any expenses with respect to such proceedings,
- o) publish or circulate any advertisement, sales literature, policy analyses, proposals or other printed material referring to Lincoln or its products without Lincoln's prior written consent,
- p) withhold any premium on a policy,
- q) unlawfully rebate or offer to rebate all or any part of a premium on a policy, unlawfully rebate or offer to rebate all or any part of a commission paid or payable on the sale of a policy,
- r) unlawfully promote fee splitting or commission sharing arrangements, or
- s) exercise any authority on behalf of Lincoln other than as authorized by Section 2 of this Agreement.

5. LINCOLN RIGHTS

Lincoln at any time may:

- a) discontinue any policy form in any state,
- b) change any policy form or premium rate,
- c) determine maximum or minimum policy limits,
- d) change the conditions under which any policy may be offered,
- e) change, delete or add any Lincoln procedure,
- f) cease doing business in any state,
- g) change compensation for new business, or
- h) determine whether to accept any application and determine underwriting standards with respect to any application.

6. VESTING

Except as provided herein, all commissions will vest immediately. Any Service fees are also excluded from vesting. If this Agreement is terminated by Lincoln for cause, any and all compensation (commissions, bonuses, etc.) are excluded from vesting and payments will cease as of the termination date. Upon termination other than by cause, all commissions will continue to vest until such commissions are less than \$300 in any calendar year.

If General Agent dies at a time when compensation is payable under this Agreement, Lincoln Life will pay such compensation, as it accrues, to the surviving spouse of the General Agent. If General Agent dies leaving no spouse surviving, commissions will cease. Notwithstanding the foregoing, General Agent may designate a beneficiary to receive compensation payable hereunder on a form provided by Lincoln Life for such purpose.

7. COMMISSIONS ON CONVERSIONS, CHANGES AND LAPSES

The compensation payable for the policies under this Agreement shall be paid by Lincoln Life in accordance with the provisions set forth in the "Individual Fixed Life Products Schedule of Commissions" in effect at the time the application for such policy is received by Lincoln Life. Notwithstanding Lincoln's "Individual Fixed Life Products Schedule of Commissions," Lincoln at any time may adopt special commissions arrangements in certain instances. These instances include conversions, policy changes, reinstatements, new policies (where prior policies on the same life have terminated within six months from the date of application), and policies issued as a "special class" pursuant to Lincoln's underwriting practice.

8. COMMISSIONS REFUNDED

If Lincoln for any reason refunds any premium, the General Agent shall refund to Lincoln any funds received or credited to its account for such premium.

9. INDEBTEDNESS

The General Agent will be responsible for its and its agents' present and future indebtedness to Lincoln. Lincoln may offset such indebtedness from compensation otherwise due to the general Agent from Lincoln. Any unsatisfied indebtedness to Lincoln shall accrue interest at a rate equal to Lincoln's current practice rate and shall be payable upon demand together with all collection costs incurred by Lincoln.

10. FEES

Lincoln will pay the General Agent's state appointment fee in the General Agent's state of residence only.

11. TERRITORY

The General Agent has not been assigned an exclusive territory or market segment.

12. ASSIGNMENT

Lincoln must approve in writing any assignment of this Agreement or any current or future compensation under this Agreement.

13. INDEMNITY

Each party to the Agreement releases, indemnifies and holds the other harmless from all liability or expense (including reasonable attorney fees) arising from the unauthorized acts or omissions of the other party or its employees, producers or agents. The General Agent shall indemnify and hold Lincoln Life harmless from any liabilities or expenses (including reasonable attorney fees) arising from the unauthorized use of sales materials or advertising or any oral or written misrepresentations or any unlawful sales practices with respect to the policies by the General Agent.

General Agent hereby represents and warrants that no General Agent representative or employee assigned to provide services or work hereunder have been convicted of any felony under any state or federal law and General Agent agrees to defend and indemnify Company with respect to any action brought against Company to the extent that such action is based upon a claim that the engagement by Company of such representative or employee violated any state or federal proscription against such engagement, including but not limited to The Violent Crime Control and Law Enforcement Act of 1994.

14. MATERIAL AND CONFIDENTIALITY

All proprietary materials furnished by Lincoln to the General Agent and all other materials involving Lincoln, its products or its policyowners, insureds or potential customers whether developed by Lincoln or the General Agent are the property of Lincoln. Such materials are confidential. All such materials furnished by Lincoln will be returned to Lincoln immediately upon termination.

General Agent agrees to maintain Confidential Information in strict confidence and in a manner to safeguard against unauthorized access, disclosure, use, destruction, loss or alteration in accordance with

applicable state and federal laws and regulations (all the foregoing referred to as "Privacy Law."). General Agent is prohibited from using consumer or customer non-public personal information other than (1) to execute the terms and conditions of this Agreement as permitted by Privacy Law or (2) as required by state or federal law, regulation or rule. 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, date 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

Marketing Director Name

Marketing Director Code Number

Marketing Company Name

FOR HOME OFFICE USE ONLY

The Lincoln National Life Insurance Company

Authorized Signature

Title

Effective Date

Assignment of Contract

For value received, I, Assignor herein _____
(Name of Agency/Individual Assigning Contract)

Agent Code _____, of _____
(Address)

City of _____, State of _____

assign, transfer and set over to _____
(Name of Corporation or Individual)

Agent Code _____, SS or Tax ID _____, Assignee herein of

(Address)

City of _____, State of _____

all my right, title and interest in and to the Contract made between Assignor and First Penn-Pacific Life Insurance Company ("FPP") dated _____, and any and all documents incorporated therein by reference and any and all supplements thereto.

The Assignor personally guarantees the performance of all duties and obligations under the above referenced Contract and guarantees full performance of such contract by the above named Assignee. In the event of a breach of any of the terms of the Contract or default in performance of any duties under the Contract by Assignee, Assignor shall perform the Contract as the Contract as though liable thereon. Assignor specifically guarantees the payment of any sums due FPP should contract with FPP terminate.

Date

Assignor

ACCEPTANCE BY ASSIGNEE

I _____ accept all the terms and conditions of the contract assigned to
Name of Assignee
me by the assignor.

Date

Assignee

ACCEPTANCE BY FPP

FPP, acting through its elected officer, hereby accepts the foregoing instrument, subject to all the terms and conditions thereof. No waiver, modification, release or cancellation of this Assignment or any portion thereof shall be binding unless evidenced by a writing executed by the parties hereto with the same formality as this instrument.

Date

Vice President

Request for Taxpayer Identification Number and Certification

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

Please print or type

Name (If a joint account or you changed your name, see **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. 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 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

| | | | | | | |

OR

Employer identification number

| | | | | | | |

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III 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.

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 2.)

Sign
Here

Signature ▶

Date ▶

Purpose of form. A person who is required to file an information return with the IRS must get 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.

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

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

If you are a foreign person, IRS prefers you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons must use an appropriate Form W-8.

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.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. 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.

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 not be subject to backup withholding. 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 III instructions on page 2 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 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions 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 enter in Part I of the form.

Sole proprietor. You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the business name line.

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

Part I- Taxpayer Identification Number (TIN)

You must 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, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page 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. Get **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's Internet Web Site at www.irs.gov.

If you 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. Other payments are subject to backup withholding.

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

Part II- For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8 (certification of foreign status).

Part III- Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

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 state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give 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 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.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% 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.

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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

⁴ 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.



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")

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 any time; 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.

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

5. The Violent Crime Control and Law Enforcement Act. The Broker represents and warrants to Lincoln Life that neither Broker, nor any agent, employee or representative of the the Broker providing services according to the terms of this Agreement has been convicted of any felony involving dishonesty or breach of trust under any state or federal law. The Broker agrees to defend and indemnify Lincoln Life with respect to any action brought against Lincoln Life to the extent that such action is based upon a claim that the engagement by Lincoln Life of the Broker or any such agent, employee or representative of the Broker violated any state or federal proscription against such engagement, including but not limited to The Violent Crime Control and Law Enforcement Act of 1994, as may be amended.

6. Confidential Information and Protection of Non-public Personal Information. Each party agrees to maintain the other party's Confidential Information (defined below) in strict confidence and in a manner to safeguard against unauthorized access, disclosure, use, destruction, loss or alteration in accordance with the Gramm-Leach-Bliley Act, the relevant state and federal regulations pursuant thereto and state privacy laws (all the foregoing referred to as "Privacy Law.")

(a) "Confidential Information" shall mean (1) any data or information that is proprietary to disclosing party and not generally known to the public, whether in tangible or intangible form, including, but not limited to, any information relating to a party's marketing strategies, business systems, databases, and (2) any customer or consumer specific data deemed to be "nonpublic personal information" under the Privacy Law.

(b) Specifically, with regard to nonpublic personal information, the parties agree that they are prohibited from using consumer or customer non-public personal information other than (1) to execute the terms and conditions of this Agreement as permitted by Privacy Law or (2) as required by state or federal law, regulation or rule. The parties agree not to disclose consumer or customer non-public personal information to any third parties without prior written permission of the disclosing party. Each party shall promptly report to the other party any unauthorized disclosure or use of any Confidential Information of which it becomes aware.

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

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

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

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

9. Sales Practices. The Broker shall be responsible for offering the Policies for sale in accordance with all Lincoln Life rules and procedures then in effect. All applications for Policies shall be made on application forms supplied by Lincoln Life and all payments collected by the Broker shall be remitted promptly in full, without deduction or setoff, together with such application forms and any other required documentation, including temporary insurance agreements, directly to Lincoln Life at the address indicated on such application or to such other address as Lincoln Life may, from time to time, designate in writing. The Broker shall review all such applications for completeness and suitability. Checks in payment on any Policy shall be drawn to the order of "The Lincoln National Life Insurance Company." All applications are subject to acceptance or rejection by Lincoln Life at its sole discretion. All records of information obtained hereunder by the Broker shall not be disclosed or used except as expressly authorized herein, and the Broker will keep such records and information confidential, to be disclosed only as authorized or if expressly required by federal or state regulatory authorities.

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

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

10. Sales Promotion Materials and Advertising. "Sales Promotion Material" and "Advertising" are defined as material designed to create public interest in the Policies, or to induce the public to purchase, increase, modify, reinstate or retain a Policy, including:

(a) printed and published material, audiovisual material, descriptive literature used in direct mail, newspapers, magazines, radio and television scripts, billboards, and similar displays;

(b) descriptive literature and sales aids of all kinds, including circulars, leaflets, booklets, depictions, illustrations and form letters, whether in the form of computer software or printed materials;

(c) material used for training and education which is designed to be used or is used to induce the public to purchase, increase, modify, reinstate, or retain a Policy.

The Broker shall be provided with illustrations relating to the Policies and such other material as Lincoln Life determines to be necessary or desirable for use in connection with sales of the Policies. No sales promotion materials or any advertising relating to the Policies shall be used by the Broker unless the specific item has been approved in writing by Lincoln Life.

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

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

12. Compensation.

(a) Commissions. Sales commissions payable to the Broker in connection with sales of the Policies shall be paid by Lincoln Life to the Broker in accordance with the provisions set forth in Schedule A-1/B-1. Lincoln Life will provide the Broker with a copy of the current schedule of sales commissions. Commissions shall accrue only after issuance and delivery of the contract, after the due date of the premium and after the premium is received by Lincoln Life. Commissions on premiums paid in advance shall accrue only on the regular premium due dates of such premiums. No commissions shall be payable on account of waived premiums or on interest or loan payments collected. Upon termination of this Agreement, all commissions payable on premiums received by Lincoln Life up to the date of termination, and on premiums received for renewal years for Policies in force prior to the date of termination, shall be paid in accordance with the provisions of Schedule A-1/B-1.

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

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

(d) Restrictions.

- (i) The Broker agrees that Broker shall not, in violation of any state insurance law or regulation: (1) rebate or offer to rebate all or any part of a premium on a Policy; (2) withhold any premium on a Policy; (3) rebate or offer to rebate all or any part of a commission paid or payable upon the sale of a Policy;

or (4) promote fee splitting or commission sharing arrangements. Violation of such laws or regulations shall be grounds for termination of this Agreement by Lincoln Life.

- (ii) If the Broker shall at any time induce or endeavor to induce any owner of a policy to relinquish the policy except under circumstances where there are reasonable grounds for believing that the policy, contract or certificate is not suitable for such person, any and all compensation due the agent so acting shall cease and terminate.
- (iii) Nothing in this Agreement shall be construed as giving the Broker the right to incur any indebtedness on behalf of Lincoln Life. Lincoln Life is hereby authorized to set off liabilities of the Broker against any and all amounts otherwise payable to the Broker by Lincoln Life.
- (iv) Lincoln Life shall not be obligated to recognize any assignment of commissions by the Broker until the original assignment or a certified copy thereof is delivered at its home office, nor does Lincoln Life assume any responsibility for or guarantee the validity or sufficiency of any assignment.

13. Indebtedness.

(i) Lincoln Life is authorized, at any time either before or after the termination of the Agreement, to deduct compensation due from Lincoln Life to the Broker the entire amount of any funds, including, but not limited to, advances or debts, owed by the Broker to Lincoln Life or its affiliates, associates, parents or subsidiaries, but only to the extent of the actual amount owed by the Broker as determined by Lincoln Life.

(ii) Any compensation, regardless of how characterized, paid to the Broker for premiums or considerations, including rollover amounts, later returned or credited to the customer, or any overpayment of such compensation shall be a debt due to Lincoln Life from the Broker and payable in accordance with (i) above.

(iii) In addition to all other rights available to Lincoln Life as a creditor, Lincoln Life shall have a first lien on all compensation payable under the Agreement for any of the funds, advances or debts described herein.

(iv) To the extent that any compensation due the Broker from Lincoln Life is insufficient to cover advances, the difference shall become a debt due and payable immediately to Lincoln Life unless other arrangements have been made with Lincoln Life. At the sole discretion of Lincoln Life, interest, at a lawful rate to be determined by Lincoln Life, shall thereupon begin to accrue.

14. Indemnification.

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

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

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

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

15. E & O Coverage. The Broker shall maintain errors and omissions insurance in an amount and with a company satisfactory to Lincoln Life. Lincoln Life may require evidence satisfactory to it that such coverage

is in force, and the Broker shall give Lincoln Life prompt written notice of any notice of cancellation or change of coverage.

16. Independent Contractors. The Broker is an independent contractor with respect to Lincoln Life , and nothing in this Agreement shall create or be construed to create the relationship of employer and employee between Lincoln Life and the Broker. The Broker shall, in its sole discretion, select the persons from whom it will solicit applications for Policies, as well as the time, manner and place of solicitation.

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

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

19. Waiver. Failure of any party to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of any of the conditions, but the same shall remain in full force and effect. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

20. Termination.

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

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

21. Definitions.

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

All notices shall be sent to:

The Lincoln National Life Insurance Company
Producer Services MPC2
350 Church Street
Hartford, CT 06103-1106

Broker:

(b) Lincoln Life. Lincoln Life shall include The Lincoln National Life Insurance Company, and any subsidiary, parent, or affiliate.

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

22. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

23. Effective Date. This Agreement shall take effect as of the effective date or the date it is approved in writing by a duly authorized officer of the Lincoln Life, whichever is later.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By: _____

Its: _____

Date: _____

BROKER

Name of Firm

Name of Individual and Title (Please Print)

Signature

Date: _____

Schedule of Commissions
A-1/B-1
(Subject to State Availability)

Commissions are calculated on premiums received and accepted by The Lincoln National Life Insurance Company (Company). Subject to the Terms and Conditions listed below, the following amounts represent the full compensation for services rendered. Any amounts paid directly to brokers per your direction shall reduce the payable amounts listed below.

This schedule is effective March 28th, 2005, or when contracted if later. No modifications to this Commission schedule will be valid unless approved in writing by an officer of the Company. This schedule of commissions will supersede any previous Schedule with respect to products to this schedule, for business received from the effective date.

Products	Basis of Calculation	First Year Policy Commission	Renewal Commission Yrs. 2-5
TERM LIFE INSURANCE			
GTO – Policy Form Series (LBT-100(1/96))			
▪ GTO – 10	Premium received less Policy Fee	70%	0%
▪ GTO – 15		80%	0%
▪ GTO – 20		90%	0%
▪ GTO – 25		90%	0%
▪ GTO – 30		90%	0%
STO – Policy Form Series (LBT-102(9/03))			
▪ STO – 20	Premium received less Policy Fee	85%	0%
▪ STO – 30		85%	0%
PRO Term – Policy Form Series (LBT-400AA/LBR-400AA(02/05))			
▪ PRO – 15	Premium (Policy Fee is commissionable)	85%	1%
▪ PRO – 20		85%	1%
▪ PRO – 25		85%	1%
▪ PRO – 30		85%	1%
UNIVERSAL LIFE INSURANCE			
LIFESTYLE SELECT – Policy Form Series (LBT-112AA(02/04))			
▪ LIFESTYLE SELECT	Target Premium	91%	0%
	Excess Premium	2%	0%

CHARGEBACK SCHEDULE – FOR UNIVERSAL LIFE PRODUCTS

BASIS OF CHARGEBACK	PRODUCT	POLICY MONTHS		
		1-6	7-12	12-24
<ul style="list-style-type: none"> ▪ Policy Refunds ▪ Full Cash Surrender ▪ Policy Lapse during Contestable Period 	▪ LIFESTYLE SELECT	100%	50%	None

TERMS & CONDITIONS

- Universal Life Target Premiums include all rate classes and additional costs of insurance on increases and rider additions.
- No commissions will be earned on Universal Life Products for any increase that replaces a previous decrease. An increase is defined as an increase in "Specified Amount" over the previous highest "Specified Amount."
- No commissions will be paid on flat extras of less than five (5) years.
- Commissions on policies which, in judgment of the Company, replace or are to replace other insurance in the Company or any of its affiliates on the same risk, shall be governed by the rules and practices adopted from time to time by the Company.
- Commission chargebacks will be made when it is determined by the Company that a policy was void from inception.
- The Company reserves the right to establish check minimums and frequency of payment.
- For products listed above, amounts paid or payable as commission hereunder shall not be used to calculate the maximum amount of reimbursement under any Expense Reimbursement Agreement.

SCHEDULES A-1/B-1

Life Brokerage Schedule of Compensation (Subject to Availability and State Variations Thereof)

Fixed Life Products

Individual Universal Life Products			
	All Issue Ages	Years 1 - 2 ¹	Years 2 - 10
• Lincoln UL ^{LPR} -6 ²	Target Premium Excess Premium Riders	50.0 2.5 2.5	2.5 2.5 For the benefit period
• Lincoln UL ^{LPR} -6 w/Flex Rider ²	Target Premium Excess Premium Riders	30.0 2.5 2.5	2.5 2.5 For the benefit period
	All Issue Ages	Year 1	Years 2 - 10
• LUL-III, LUL ^{LPR} , LUL ^{LPR} -II, LUL ^{LPR} -5, LUL ^{DB} , LUL ^{DB} -2 ² and • Trust Series Products ³ : LUL ^{LPR} -II, LUL ^{LPR} -5, LUL ^{DB} , LUL ^{DB} -2 ²	Target Premium Excess Premium Riders	50.0 2.5 2.5	2.5 2.5 For the benefit period
• Products with the Flex Rider: LUL ^{LPR} -II, LUL ^{LPR} -5, LUL ^{DB} -2 ² and • Trust Series Products ³ with the Flex Rider: LUL ^{LPR} -II, LUL ^{LPR} -5, LUL ^{DB} -2 ² and • LUL ^{FLEX} , LUL ^{FLEX} Trust Series ³	Target Premium Excess Premium Riders	30.0 2.5 2.5	2.5 2.5

Survivorship Universal Life Products			
	All Issue Ages	Year 1	Years 2 - 10
• LSUL ^{LPR} , LSUL ^{LPR} -II, LSUL ^{LPR} -III, LSUL ^{LPR} -5, LSUL ^{LPR} -6, LSUL ^{DB} and • Trust Series ³ Products: LSUL ^{LPR} -III, LSUL ^{LPR} -5, LSUL ^{LPR} -6, LSUL ^{DB}	Target Premium Excess Premium Riders	50.0 2.5 2.5	2.5 2.5
• Products with the Flex Rider: LSUL ^{LPR} -III, LSUL ^{LPR} -5, LSUL ^{LPR} -6, • Trust Series Products ³ with the Flex Rider: LSUL ^{LPR} -III, LSUL ^{LPR} -5, LSUL ^{LPR} -6 • LSUL-IV	Target Premium Excess Premium Riders	30.0 2.5 2.5	2.5 2.5

¹ Payable on 2nd year renewal premium up to available first year target premium. In year two renewal commissions begin after target premium is met.

² Product available effective October 11, 2004 in states where approved.

³ The Trust Series is not available in all jurisdictions and is only available through an effective Adoption and Participation Agreement.

Individual Whole Life Products			
	Issue Ages	Year 1	Years 2 - 10
• WL-I	<Age 70	50.0	2.5
	71 - 75	45.0	2.5
	76 - 82	42.5	2.5
	83 - 85	37.5	2.5
	Riders	2.0	2.0
• WL-I ^{CV}	<Age 70	50.0	4.45
	71 - 75	45.0	4.45
	76 - 82	42.5	4.45
	83 - 85	37.5	4.45
	Riders	2.0	2.0

Survivorship Whole Life Products			
	Issue Ages	Year 1	Years 2 - 10
• SWL-I	<Age 75	50.0	2.5
	76 - 80	45.0	2.5
	81 - 85	35.0	2.5
	Riders	2.0	2.0

Term Life Products			
	Issue Ages	Year 1	Years 2 - 10
• Level Term 10/15	20-75	45.0	0.0

MoneyGuard Products				
All Issue Ages		Year 1 % of New Premium	Years 2-10 % of accumulated cash value	Years 11-99* % of accumulated cash value
• MoneyGuard				
	Target Premium	8.0%	N/A	N/A
	Excess Premium	N/A	N/A	N/A
• MoneyGuard LS				
	Target Premium	8.0%	N/A	N/A
	Excess Premium	N/A	N/A	N/A
• MoneyGuard Flex I				
	Target Premium	65.0%	2.5%	2.5%
	Excess Premium	2.5%	2.5%	2.5%
• MoneyGuard Flex II				
	Target Premium	84.5%	2.5%	2.5%
	Excess Premium	2.5%	2.5%	2.5%

* Non-Vested

Variable Life Products

Lincoln VUL^{ONE}						
	Premium Based Payments			Accumulated Cash Value Based Payments(a)		
All Issue Ages	Years 1-2 (b)	Years 2-4	Years 5-10	Trail Yrs 2-5	Trail Yrs 5-20	Trail Yrs 21+
OPTION A						
Target Premium	50.0%	2.5%	2.5%	N/A	N/A	N/A
Excess Premium	2.5%			N/A	N/A	N/A
OPTION B						
Target Premium	50.0%	2.5%	0.0%	N/A	25 bps	15 bps
Excess Premium	2.5%			N/A	25 bps	15 bps
OPTION C						
Target Premium	50.0%	0.0%	0.0%	35 bps	35 bps	15 bps
Excess Premium	2.5%			35 bps	35 bps	15 bps

(a) Less outstanding loan balance

(b) Payable on 2nd year renewal premium up to available first year target premium. In year two renewal commissions begin after target premium is met.

Lincoln VUL^{CV}-III, Lincoln VUL^{CV}-IV⁴, Lincoln VUL^{DB}-II, Lincoln VUL^{DB}-IV⁴, Lincoln SVUL-III, Lincoln SVUL-IV						
	Premium Based Payments			Accumulated Cash Value Based Payments(a)		
All Issue Ages	Year 1	Years 2-4	Years 5-10	Trail Yrs 2-5	Trail Yrs 5-20	Trail Yrs 21+
OPTION A						
Target Premium	50.0%	2.5%	2.5%	N/A	N/A	N/A
Excess Premium	2.5%	2.5%	2.5%	N/A	N/A	N/A
OPTION B						
Target Premium	50.0%	2.5%	0.0%	N/A	25 bps	15 bps
Excess Premium	2.5%	2.5%	0.0%	N/A	25 bps	15 bps
OPTION C						
Target Premium	50.0%	0.0%	0.0%	35 bps	35 bps	15 bps
Excess Premium	2.5%	0.0%	0.0%	35 bps	35 bps	15 bps

(a) Less outstanding loan balance

Lincoln VUL^{FLEX}, Lincoln SVUL-II (a)						
	Premium Based Payments			Accumulated Cash Value Based Payments(b)		
All Issue Ages	Year 1	Years 2-4	Years 5-10	Trail Yrs 2-5	Trail Yrs 5-20	Trail Yrs 21+
Target Premium	30.0%	2.5%	2.5%	N/A	N/A	N/A
Excess Premium	2.5%	2.5%	2.5%	N/A	N/A	N/A

(a) Lincoln SVUL-II is available under limited circumstances. Please contact your Lincoln Representative.

(b) Less outstanding loan balance

⁴ Product available effective October 11, 2004 in states where approved.

All Products - Notes:

- No commissions will be paid on any policies that have been placed on waiver of premium, on interest or on payments applied to policy loan principal or interest payments.
- Policy replacements - the Company will determine the amount of compensation to be paid, if any, where policy changes, replacements (including replacement of policies issued by affiliates for products listed in this schedule) or reinstatements are involved.
- Compensation with respect to policies issued with an Accounting Value Rider will be subject to deferral, in accordance with Company rules, and will be forfeited if such policy is surrendered or lapses prior to the expiration date of the rider.
- A policy surrender, lapse or face decrease may be subject to a charge back of earned commissions and ERA. Refer to existing Company policies and procedures regarding surrendered or lapsed policies.

Whole Life Products - Notes:

- Flat extras on whole life products are commissionable at the same rate as provided for renewals.

Universal Life Products, excluding MoneyGuard - Notes:

- Flat extras on all universal life products are not commissionable.
- On all Universal Life policies, the Company will pay the above stated commission rates up to the breakpoint (target) premium on premiums received during the first policy year. Premiums received during the first policy year above the breakpoint receive the excess rate stated above.
- Compensation for certain products (LSUL-IV, LSUL^{LPR}, LUL^{LPR} and LUL^{DB}) will automatically be reduced to (60% of standard compensation up to target) if a policy meets any of the following criteria: 1) is owned by a pension or profit-sharing plan, or 2) has an illustrated face reduction of more than 35% within 5 years, or 3) is illustrated to lapse within 10 years on a current basis. Refer to existing Company policies and procedures regarding face decrease designs.

Variable Products - Notes:

- Variable products may be sold only in conjunction with a Broker-Dealer Selling Agreement. Refer to Broker-Dealer Selling Agreement for the variable compensation schedule.
- Decreasing face design may be subject to reduced compensation. Refer to existing Company policies and procedures regarding face decreases and special charge back policies.

Chargeback Policy:

The following chargeback schedule shall apply to all earned first year commissions on any policy surrender/lapse or face amount decrease. When a policy is decreased, the amount of commission recalled pertains to the decreased portion of the policy rather than to the policy as a whole. The chargeback policy applies to all products, including those with reduced rates.

Policy Full or Partial Surrender/Lapse:

Month	Recall %
1 to 6	100% commissions
7 to 12	50% commissions

Policy Face Decrease:

Month	Recall %
1 to 6	100% commissions
7 to 12	75% commissions
13 to 24	50% commissions

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? _____

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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