

**PRELIMINARY APPLICATION**

(For individuals affiliating with LFA who will not be FINRA registered with LFA)

Thank you for your interest in affiliating with Lincoln Financial Advisors Corporation (LFA). In order for us to obtain an understanding of you, your business, and achievements, please complete this confidential application in its entirety. Since this information is used in considering your request to join our company, missing information could delay your request. Each confidential application will be reviewed in accordance with regulatory and industry standards. LFA reserves the right to reject any candidate it feels does not meet our Code of Ethics or Affiliation Guidelines.

**1. APPLICANT INFORMATION**

Full Legal Name: \_\_\_\_\_ CRD#: \_\_\_\_\_

Professional Designations:  CFP  CFA  ChFC  PFS  CIC  Other \_\_\_\_\_

Date of Birth \_\_\_\_\_ City & State of Birth \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Business Name \_\_\_\_\_

Business Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

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

City, State, Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Personal E-Mail \_\_\_\_\_ Web Site Address \_\_\_\_\_

How would you like us to contact you?  Business  Home  Please be discreet.

**2. INSURANCE AFFILIATION**

Do you hold a life insurance license?  Yes  No Year first licensed \_\_\_\_\_ If "Yes", which state(s): \_\_\_\_\_

\_\_\_\_\_

Name of agency/company in which you conduct life insurance business \_\_\_\_\_

Are you currently affiliated or have you ever been affiliated with any Lincoln Financial Group (LFG) Insurance Companies?  Yes  No

If "Yes", list affiliation: \_\_\_\_\_

Are you currently affiliated with a Broker Dealer?  No  Yes, Name of Firm \_\_\_\_\_

**3. ERRORS AND OMISSIONS (E & O) INSURANCE COVERAGE ATTESTATION (Required)**

I am currently covered under professional liability insurance (referred to as Errors & Omissions coverage) with (E&O Carrier Name) \_\_\_\_\_. As a requirement of my contract with The Lincoln National Life Insurance Company, Lincoln Life & Annuity Company of New York, and any affiliates ("Lincoln"), coverage will be maintained for at least \$1 Million per act and per aggregate\* and include the sales and service of insurance products sold under my contract with Lincoln. By signing the part 5. authorization below, I attest to the above and I agree to promptly notify Lincoln of any cancellation or substantive change to my coverage including a change in carrier. I agree to provide Lincoln with any requested documentation of coverage prior to initial contracting and as may be requested by Lincoln in the future.

\* If you are or become FINRA registered with a Lincoln Broker-Dealer, there are different E&O requirements and the above does not apply.

#### 4. REQUIRED PRELIMINARY DISCLOSURES

- a. Have you (or any firm over which you exercised management or policy control) ever been convicted of, pled guilty or nolo contendere to, or been charged with a felony or misdemeanor?  Yes  No
- b. In the past 10 years, have you (or any firm over which you exercised management or policy control over or of which you owned 10 percent or more of the securities):
- i. Failed in business  Yes  No
  - ii. Declared bankruptcy or filed, or been the subject of, a bankruptcy petition  Yes  No
  - iii. Made a compromise with creditors  Yes  No
- c. Are you or have you ever been the subject of any of the following:
- i. Unsatisfied judgements or liens  Yes  No
  - ii. Action by any federal, state or foreign financial regulatory agency or authority  Yes  No
  - iii. Internal review by a broker-dealer  Yes  No
- d. Are you now or have you been the subject of an investment-related, insurance or securities complaint by a consumer or a complaint or proceeding initiated by a regulatory body?  Yes  No
- e. Are you currently, or within the past 10 years, been a party to any lawsuit, arbitration, or civil litigation?  Yes  No
- f. Have you been discharged, suspended, expelled, fined, barred, censured, disciplined or found to have been involved in or permitted to resign as a result of any of the following:
- i. Violation of insurance, investment-related or securities statutes, regulations, rules, or industry standards of conduct  Yes  No
  - ii. Fraud or the wrongful taking of property  Yes  No
  - iii. Failure to supervise in connection with investment-related statutes, regulations, rules or industry standards of conduct  Yes  No
  - iv. Lack of production  Yes  No
  - v. Failure to meet or follow company guidelines or policies  Yes  No
- g. Are you currently or have you ever been subject to special or heightened supervision from a broker dealer?  Yes  No
- h. Are you currently acting as a Third Party Administrator (TPA) or a trustee for a non-family member?  Yes  No
- i. Have you been refused a license to sell insurance or been refused, or barred from membership in any securities regulatory body or organization or had a license suspended revoked by any Securities and/or State Insurance Department?  Yes  No
- j. Have you been registered with three or more broker dealers in the last five years?  Yes  No
- k. Are you currently experiencing any financial issues such as collections, charge off, late payments, short sale, foreclosure, or garnishment?  Yes  No

**Please attach a detailed written explanation, including the date of the event and date of discharge (if applicable), for any "Yes" answers and include supporting documents. ALL QUESTIONS MUST BE ANSWERED. If events occur which result in a change to any of your answers and you are affiliated with FINRA, you are required to disclose the changes to your broker-dealer within 30 days of the occurrence. Failure to do so could result in fees up to \$300 and termination of your affiliation and/or employment with the broker-dealer or affiliated entities.**

#### 5. ACKNOWLEDGEMENT/AUTHORIZATION

By signing below, I certify that the information provided in this application is true and accurate to the best of my knowledge. As part of my application I authorize LFA to complete research on my background history from the Financial Industry Regulatory Authority, Inc. ("FINRA"), the U.S. Securities and Exchange Commission ("SEC"), the Internal Revenue Service ("IRS"), individual states and/or private company as a condition of affiliation. I understand that all information received will be held in strict confidence and may be shared with other employees of LFA as needed in order to evaluate my application.

##### Technology Access

As I move forward in the affiliation process, I understand I may have access to LFA's website LFN.com to assist me in the transition process. I understand LFA's websites contain confidential and proprietary business information of LFA and that access to such information has been made available to me solely for the purpose of familiarizing myself with LFA's operations. By signing below, I agree that I will not use any such information with members of the public until I receive written notice that my affiliation has been activated with LFA.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**6. FAIR CREDIT REPORTING ACT DISCLOSURE & AUTHORIZATION**

LFA and its affiliates (“Lincoln”) may obtain and use a “consumer report” or “investigative consumer report” from a “consumer reporting agency” about you when considering whether to contract you or appoint you with a Lincoln Company, when deciding whether to continue your association with Lincoln and when making other decisions regarding your association with Lincoln that directly affects you. These terms are defined in the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 et seq., 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 Commissions (“FTC”) document entitled: “Summary of Your rights Under the Fair Credit Reporting Act.” This document and more information about the FCRA are available on the FTC’s website at [www.ftc.gov](http://www.ftc.gov).

You are also free to contact the FTC about your rights under FCRA as a “consumer” and to obtain more information about “consumer reports,” “Investigative reports,” and “consumer reporting agencies.” In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the adverse decision Lincoln will provide to you a copy of the consumer report and a description in writing of your rights under the FCRA.

**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 or appoint with Lincoln throughout 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, FINRA, 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 provided with information about the nature and scope of the investigation. I understand that I have rights under the FCRA, including the rights discussed above. I understand that all information received will be held in strict confidence and may be shared with appropriate affiliated supervisory managers and/or Lincoln employees. My signature below confirms that I have read the information contained in this form.

\_\_\_\_\_  
**Name (Print)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

*Minnesota, Oklahoma & California Residents:*  Check box to request a copy of the investigative consumer report that is obtained through Business Information Group, Inc., P.O. Box 541, Southampton, PA 18966.



1300 South Clinton Street  
Fort Wayne IN 46802



# Broker Contract

## General Provisions

Effective \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_,  
Name of Broker

(hereinafter "Broker" of or incorporated under the laws of

\_\_\_\_\_)  
City, State or State

is authorized to act as a Broker or Corporate Broker and/or as a Registered Representative, as appropriate, of any or all of The Lincoln National Life Insurance Company or Lincoln Financial Advisors Corporation, both Indiana corporations, or LFA, Limited Liability Company, an Indiana limited liability company, who have executed this Contract as a party hereto and of any other Lincoln companies made a party to this Contract by future supplement (hereinafter collectively, "Lincoln")

Broker shall solicit applications for life insurance, annuities and other insurance (collectively, "Insurance Products") and solicit subscriptions for non-insurance product securities ("Securities") offered by or through Lincoln. Broker has no authority except as stated in this Contract. No other authority may be implied from the authority expressly granted.

### 1. Limitations on Authority

This Contract authorizes Broker to solicit applications for Insurance Products and subscriptions for Securities offered by or through Lincoln only while properly licensed by and/or registered with the appropriate governmental agency or authority for that specific type of Insurance Product or Security.

In addition, before soliciting applications or subscriptions for any Insurance Product or Security, Broker must have written authorization or designation from the appropriate Lincoln company for such Insurance Product or Security.

Broker agrees not to perform any of the following acts on behalf of Lincoln:

- a. incur any indebtedness or liability;
- b. make, alter or discharge Insurance Product contracts or make or alter any Securities or any prospectus or item of supplemental sales literature pertaining to any such Insurance Products or Securities;

- c. initiate any legal action in any matter pertaining to Lincoln's business without prior written consent of Lincoln;
- d. change rates quoted by Lincoln;
- e. extend the time for payment of any premium;
- f. waive payment in cash;
- g. guarantee dividends;
- h. receive or collect any funds for or on behalf of Lincoln, except the initial premium or deposit necessary to put the Insurance Product in force as allowed by Lincoln's policies and procedures;
- i. execute a selling agreement; or
- j. any other act of which you are informed in writing.

Broker hereby agrees not to perform any of the following acts:

- k. submit to Lincoln any application which Broker (or authorized employee, if Broker is a corporation) has not personally reviewed and believes to be accurate and complete;
- l. hold himself/herself/itself out as a Broker of Lincoln in any manner or for any other purpose than is expressly prescribed in this Contract;
- m. violate any federal or state statute, rule or regulation thereunder or any policy or procedure of Lincoln, respecting the sale of Insurance Products or Securities;
- n. withhold any funds or property of Lincoln;
- o. unlawfully rebate or offer to rebate all or any part of a premium or deposit on any Insurance Product or Security offered by or through Lincoln;
- p. induce or endeavor to induce any holder of an Insurance Product or Security placed by or through Lincoln to discontinue payment of premium or deposit or relinquish any Insurance Product or Security unless the holder's interests are better served;
- q. use any information acquired while a Broker in a manner adverse to the interests of Lincoln or of the organizations for which Lincoln Financial Advisors Corporation or LFA, Limited Liability Company shall act as the distributor of Insurance Products or Securities;

- r. use any form of advertising bearing Lincoln's name, logo or trademarks, other than as furnished by Lincoln to Broker, in negotiations, solicitations or advertising without such advertising being submitted to and approved by Lincoln. The term advertising includes all forms of communication by any medium including, but not limited to, print, radio, television, billboards, direct mail, booklets, leaflets, business cards and stationery;
- s. use any form of advertising other than advertising obtained by Lincoln for such purposes; or
- t. any other act of which you are informed in writing

## 2. Relationship of Parties

Broker agrees to be governed in the performance of his/her/its duties by the terms and conditions of this Contract and by the policies and procedures established by Lincoln. The services performed by Broker are performed pursuant to this Contract, and the Contract provides that the individual will not be treated as an employee with respect to those services for tax purposes. Broker is an independent contractor. Accordingly, Broker reserves the right to exercise independent judgment as to the time, place and manner of soliciting applications for Insurance Products or subscriptions for Securities. No other provision of this Contract nor any policy or procedure of Lincoln shall be construed to abridge this right or create the relationship of employer and employee.

## 3. Right to Withdraw

Lincoln may at its discretion and without liability to Broker: (a) withdraw from Broker the privilege of soliciting applications for a particular Insurance Product or subscriptions for a particular Security; or (b) withdraw from any territory or jurisdiction.

## 4. Termination and Company Property

Broker or Lincoln may terminate the Contract, with or without cause, by notice sent by ordinary mail to the last known address of the other party. A resignation of Broker tendered to any one of the companies that is a party to this Contract will be assumed to be a termination of all contracts and agreements with all companies that are party to this Contract unless otherwise specified.

The Contract shall automatically terminate upon the death of Broker or, if a corporation, partnership or limited liability company, the dissolution of Broker.

In the event of termination for misappropriation of funds, fraud, or for any reason based on action prohibited by the laws, rules and regulations of the jurisdiction in which

the act is committed, all future compensation, including bonuses and service fees, shall be forfeited by Broker. Conviction is not a prerequisite to such forfeiture.

Broker agrees that all customer files, records and premium accounts are the property of Lincoln, and may be audited or inspected as Lincoln may require. All computer software containing the rates and values of products issued by or offered through Lincoln, all Lincoln rate manuals, all software licensed to or by Lincoln, computer printouts, forms, policies, brochures, sales promotion materials, whether in hard copy, computer format or provided as content in any internet and/or intranet site, containing the name/logo of Lincoln or any affiliated company, are furnished to Broker in confidence, and Broker agrees to refrain from reproducing, publishing or disclosing such material other than in the ordinary course of business. Accordingly, upon termination, Broker shall immediately deliver to Lincoln, or its representative, all such property, including without limitation: rate manuals, policyholder record cards, application forms, letters, written correspondence with customers and representatives of Lincoln, records, sales material, software and all copies thereof, equipment and all other supplies and materials connected with, authorized or printed by and/or belonging to Lincoln or any of its affiliates.

During the term of this Contract and thereafter, Broker agrees to maintain consumer or customer nonpublic personal information and health information (collectively, "Client 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 Laws"). In addition, Broker agrees that any Client Confidential Information which may be stored electronically by Broker will be fully encrypted and password protected in accordance with Lincoln's policies. Broker is prohibited from using or disclosing Client Confidential Information other than as permitted or required by this Contract or as permitted or required by law. Broker shall promptly report to Lincoln any unauthorized disclosure or use of any Client Confidential Information of which he/she becomes aware. Lincoln has the right to make reasonable requests to audit or inspect Broker's facilities, data and records, associated audit reports, summaries of test results or equivalent measures taken by Broker to ensure compliance with the Privacy Laws and compliance with the terms of this provision. Upon termination of this Contract, Broker shall immediately deliver to Lincoln, or its representative, all Client Confidential Information and all copies thereof in Broker's possession.

## **5. Solicitations of Applications for Variable Contracts and Subscriptions for Securities**

Authority to solicit applications for Insurance Products registered with the federal Securities and Exchange Commission ("SEC") ("Variable Contracts") or subscriptions for Securities is granted subject to the following additional terms and conditions:

- a. Broker agrees to become familiar with and comply with all federal and state laws and the rules and regulations thereunder (including those of the SEC) respecting the sale of Variable Contracts and Securities.
- b. Broker may solicit applications for Variable Contracts only while authorized to sell such Variable Contracts pursuant to the policies and procedures of Lincoln and the laws, rules and regulations of the jurisdiction in which Broker shall offer such Variable Contracts.
- c. Broker may solicit subscriptions for Securities only while authorized to sell such Securities pursuant to the policies and procedures of Lincoln and the laws, rules and regulations of the jurisdiction in which Broker will offer such Securities.
- d. Broker must meet all the requirements necessary to become registered with the self-regulatory association organized pursuant to Section 15A of the Securities Exchange Act of 1934 of which Lincoln is a member.
- e. Broker must be registered as a Registered Representative or Registered Principal of the Lincoln company offering the Variable Contract or Security.
- f. Broker agrees to deliver to each prospective customer a prospectus or offering circular as required by federal and/or state securities laws.
- g. Broker agrees to comply with the rules and regulations established by any self-regulatory association of which Lincoln is or may become a member.
- h. Broker agrees to submit to such supervision regarding the sales of Variable Contracts or Securities as may be necessary to insure compliance with this Contract.
- i. Broker shall fully explain the terms of any Variable Contract or Security and shall not make any untrue statement or fail to state any material fact to a prospective customer.

- j. Broker shall take steps to acquaint himself/herself/itself with prospective customers, including such inquiries as may be necessary to satisfy himself/herself/itself that the Variable Contract or Security contemplated to be offered is suitable in relation to prospective customer's resources, investment objectives and other investments.

## **6. Delivery of Insurance Products**

Broker shall not deliver any life insurance policy if changes have occurred in the health or in any other factor affecting the insurability of the proposed insured at the time of delivery and unless the first premium has been fully paid. Delivery of a life insurance policy after 60 days or delivery of an annuity contract after 10 days from and including the date of mailing by Lincoln is not permitted unless Lincoln has extended the time for delivery. Lincoln reserves the right to charge to the Broker's compensation account a late delivery fee or cancellation fee for violation of this provision.

## **7. Compensation**

Compensation under this Contract shall be subject to the following terms and conditions:

- a. The compensation payable to parties with respect to Insurance Products and Securities offered through Lincoln shall be the rates set forth in Lincoln's published compensation schedules that are in effect at the time of application for such Insurance Products and Securities. Such schedules are a part of this Contract and are incorporated herein by reference. The compensation payable to Broker with respect to such Insurance Products shall be based on the applicable schedules for such Insurance Products and Securities. Such compensation shall be subject to the terms and conditions of this Contract and Lincoln's policies and procedures.
- b. To be entitled to compensation, Broker's name must appear as the writing or producing agent on the application for the Insurance Product and the sale of the Insurance Product must have been fairly effected through the instrumentality of the Broker. In the case of the sale of a Variable Contract or Security, Broker's name must appear as Registered Representative or Registered Principal on the customer account and Broker must have personally effected such sale and taken the application or subscription.
- c. Commissions and/or service fees shall be paid to Broker only after the appropriate premium or deposit has been paid in cash and accepted by Lincoln.

- d. No commission and/or service fee shall be payable on any premium paid in advance until the due date of the premium so paid in advance and then only if Lincoln retains such premium.
- e. Notwithstanding paragraph a of this Section 7, Lincoln shall have the right, at its discretion, to change any vesting provisions or any other contractual provisions relating to commission or other compensation in any manner and at any time for (1) Insurance Products; (2) increases on existing Insurance Products; (3) bonuses; (4) Securities, and (5) any other compensation. Such revisions shall apply to Insurance Products and Securities sold after the date that Lincoln makes such revisions. In addition, such revisions shall apply to service fees and any other compensation on existing Insurance Products and Securities after the date that Lincoln makes such revisions.
- f. The method of notification for revised or new compensation schedules shall be in writing and may be made by usual interoffice communication methods or by communication on the Internet.
- g. If Lincoln returns a premium or deposit on an Insurance Product or Security or if any other entity recalls compensation, for any reason whatsoever, Broker shall repay to Lincoln on demand any compensation received with respect to such premium or deposit.
- h. Compensation on conversions, replacements, increases and step-rate premium increases, or exchanges shall be allowed in accordance with the policies and procedures of Lincoln in force when the conversion, replacement, increase or exchange is effected.
- i. Compensation with respect to Insurance Products reinstated after 90 days from the due date of the first premium in default are payable to the original Broker only if the Insurance Product is wholly reinstated through the efforts of the original Broker.
- j. If Broker at any time induces or endeavors to induce any owner of an Insurance Product or Security to relinquish such Insurance Product or Security except under circumstances where there are reasonable grounds for believing that the policy, contract or certificate is not suitable for such person, Lincoln may cease the payment of and terminate any and all compensation due Broker.

### **8. After Death Commissions**

If Broker dies at a time when compensation is payable under this Contract, Lincoln will pay such compensation, as it accrues, to the surviving spouse of Broker, and, at the death of said spouse, to the estate of said spouse. If Broker dies leaving no spouse surviving, any compensation payable under this Contract shall be payable to the estate of Broker. Notwithstanding the foregoing, Broker may designate a beneficiary to receive compensation payable hereunder on a form provided by Lincoln for such purpose.

### **9. Indebtedness of Broker**

If Broker occupies space leased by Lincoln, Broker agrees to pay monthly as billed a charge for occupancy and operating costs ("the Occupancy Charge"), comprising a charge for square footage of space occupied by Broker and Broker's assistant(s) (if applicable), and pro rata charges for common areas and operational costs. Lincoln may discount a portion of the Occupancy Charge, the level of which discount may change from time to time. Certain other costs attributable specifically to Broker, such as long distance telephone, overnight delivery costs, and salary and benefits related to Broker's assistant(s) (if applicable) will be charged fully to Broker without discount. The Occupancy Charge will be adjusted from time to time as the actual costs to Lincoln change.

In addition, Broker agrees to pay fees for other services provided by Lincoln, including, but not limited to, compliance, affiliation, licensing, and technology fees, as determined by Lincoln from time to time, the method of notification of which shall be in writing and may be made by usual inter-office communication methods or by communication on the Internet. The Occupancy Charge and other fees and charges shall be deducted from Broker's commissions or billed directly to Broker, at Lincoln's option. If fees and charges are deducted from commissions, Broker will promptly pay by check or credit card any shortfall as shown on Broker's commission statement.

Lincoln shall have a first lien on all compensation payable hereunder for any debt due from Broker to Lincoln, to any of its affiliates, to any other person or corporation acting on behalf of Lincoln or any of its affiliates. Such debt shall include loans and advances made to Broker and charges made to Broker's compensation account. Such debt shall also include any actual expenses incurred and paid by Lincoln as a result of Broker's breach of any of the terms of this Contract. Lincoln may at any time deduct from any compensation payable under this Contract and any supplement and/or amendment hereto, any such debt or debts due from Broker, including interest on such debts. The lien shall

not be eliminated by the termination of this Contract.

This provision shall not be construed in any way to limit any indebtedness of Broker to the value of the commissions and other compensation payable under this Contract. In the event of termination of the Contract, the unpaid balance of Broker's indebtedness shall be immediately due and payable without demand or notice.

#### **10. Accounting**

Lincoln shall provide to Broker, on a semi-monthly or otherwise regular basis, a statement setting forth compensation earned and payable to Broker along with an accounting of charges to Broker's compensation account. Lincoln reserves the right to establish a minimum balance which must be reached before a statement and payment will be provided.

#### **11. Assignments and Modifications**

No modifications or amendments of this Contract nor any assignment of the Broker's rights and obligations hereunder, including compensation, shall be valid unless approved in writing by an authorized representative of Lincoln.

#### **12. Severability and Governing Law**

If any provision of this Contract is found to be illegal or otherwise unenforceable, the remainder of the Contract shall not be affected and shall remain fully enforceable. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana.

#### **13. Non-Waiver**

Failure or neglect by Lincoln to insist upon performance of this Contract shall not constitute a waiver of its rights and privileges.

#### **14. Errors and Omissions Coverage**

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

#### **15. Notice**

Unless otherwise provided in this Contract, all notices, requests and other communication provided pursuant to this Contract 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 party's address of record.

**HOME OFFICE USE**

The Lincoln National Life Insurance Company,  
Lincoln Financial Advisors Corporation and  
LFA, Limited Liability Company.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PLANNING OFFICE**

The undersigned, on behalf of his marketing  
organization, guarantees payment of any debt due  
Lincoln by the Broker and waives any requirement  
that Lincoln first attempt to collect from the Broker.

By: \_\_\_\_\_  
Managing Director or Managing Agent

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**BROKER**

**Individual**

By: \_\_\_\_\_  
Broker

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Social Security Number

Date: \_\_\_\_\_

OR

**Corporate Broker**

By: \_\_\_\_\_  
Corporate Broker

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

Date: \_\_\_\_\_

OR

**Partnership (all partners sign)**

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

OR

**Limited Liability Company**

By: \_\_\_\_\_  
Limited Liability Company

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Tax Identification Number

## Agreement with Business Associate Regarding Use & Disclosure of Consumer Health and Financial Information

This Business Associate Agreement (“Agreement”) is made and entered into by and between The Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York, Lincoln Financial Advisors Corporation, and LFA, Limited Liability Company (the “Covered Entity”) and \_\_\_\_\_ Agent or Broker (“Business Associate”), and is effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

### Recitals

- A. Covered Entity has retained Business Associate to provide certain services (the “Services”), as set forth in a an Agent or Broker Contract (“Services Agreement”) services for all companies, which may involve the use and/or disclosure of individually identifiable health information.
- B. The parties acknowledge and agree that in order to perform the Services, Business Associate may be required to create, receive or transmit, access, maintain, or otherwise hold, use or disclose individually identifiable health information (“Protected Health Information”).
- C. Business Associates desires to protect the privacy and provide for the security of covered Entities in accordance with the terms and conditions set forth below:

### 1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined by HIPAA, as amended, and the regulations promulgated thereto.

### 2. Obligations and Activities of Business Associate

- a. Use or Disclosure of Protected Health Information - Business Associate agrees not to use or disclose Protected Health Information, other than as permitted or required by the Agreement or as required by law.
- b. Safeguards - Business Associate agrees to develop, implement, maintain, and use appropriate and effective administrative, technical, and physical safeguards and to comply with the HIPAA Security Rules set for that Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, in order to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate agrees to keep these safeguards current and document them in written policies, standards, procedures or guidelines, which Business Associate will provide to Covered Entity upon Covered Entity’s request.
- c. Breach Notification - Business Associate agrees to report promptly and notify Covered Entity following the discovery of a breach of unsecured Protected Health Information, Security Incident or other Use or Disclosure of Protected Health Information which is not permitted under the terms of this Agreement (collectively, the “Breach”). Such notification shall comply with 45 CFR §164.410 and shall: §164.504(e)(2)(ii)(C)
  - i. Be made via email to Lincoln’s Corporate Privacy Office at [privacy@lfg.com](mailto:privacy@lfg.com).
  - ii. Be made within three (3) days after discovery.
  - iii. Include the names of the Individuals whose information was breached, the circumstances surrounding the Breach, the date of the Breach and date of discovery, a brief description of the types of information breached including the full name, social security number, date of birth, diagnosis or other types of information, any steps the Individuals should take to protect themselves from potential harm resulting from the Breach, the steps Business Associate (or its agent or subcontractor) is taking to investigate the Breach, prompt corrective action to mitigate losses, and protect against future breaches, any other relevant information and a contact person for more information.

Covered Entity shall have sole control over the timing and method of providing notification of Breach to the affected individual(s) or others as required by Privacy Laws. Business Associate shall be financially responsible and reimburse Covered Entity for any costs associated with the Breach, Security Incident or use or disclosure of Protected Health Information in any manner not permitted by this Agreement.

- d. Duty to Mitigate - Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate relating to an Incident or any other use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement. If requested by Covered Entity, Business Associate will provide credit monitoring services and/or other reasonable services to individuals as part of mitigating harm under this Section. Business Associate shall be responsible for all costs of mitigation under this Section.
- e. Agents - In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308 (b)(2), if applicable, Business Associate agrees to ensure that any agent, including a subcontractor, that receives, creates, maintains or transmits Protected Health Information on behalf of Business Associate or on behalf of Covered Entity agrees to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Access to Secretary – Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of Health and Human Services and the Covered Entity, for purposes of the Secretary determining Covered Entity’s compliance with HIPAA within 10 days after the Business Associate’s receipt of such request.
- g. Access to Individuals - Business Associate agrees to make available to the Covered Entity, or, if directed by Covered Entity, to make available to an Individual Protected Health Information in a Designated Record Set, in order to meet the requirements under 45 CFR 164.524. Except as provided for in this Agreement, in the event Business Associate receives an access request directly from an Individual, Business Associate will redirect the Individual to the Covered Entity within ten (10) business days after the Business Associate’s receipt of such request.
- h. Amendment of Protected Health Information - Business Associate agrees to make any amendment(s) to Protected Health Information it holds in a Designated Record Set, as directed, or agreed to, by the Covered Entity pursuant to 45 CFR 164.526, and in the time and manner reasonably requested by Covered Entity. Except as provided for in this Agreement, in the event Business Associate receives an amendment request directly from an Individual, Business Associate will redirect the Individual to the Covered Entity within ten (10) business days after the Business Associate’s receipt of such request.
- i. Accounting of Disclosures - Business Associate agrees to document and provide a description of any disclosures of Protected Health Information and information related to such disclosures during the six (6) years prior to the date on which an accounting is requested, as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Business Associate agrees to provide such information to Covered Entity, or to an Individual at the direction of the Covered Entity, in order for Covered Entity to comply with the accounting requirements in 45 CFR 164.528. Except as provided for in this Agreement, in the event Business Associate receives a request for an accounting of disclosure or other similar request directly from an Individual, Business Associate will redirect the Individual to the Covered Entity within ten (10) business days after the Business Associate’s receipt of such request.

Business Associate understands that Covered Entity may maintain an electronic health record, and therefore to the extent uses and disclosures are made through an electronic record in connection with the Services Agreement, Business Associate must account for uses and disclosures related to treatment, payment, and health care operations.

- j. Covered Entity’s Right to Restrict – Business Associate agrees to comply, upon communication by Covered Entity, with any restrictions to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522. To the extent the Business Associate is to carry out any other of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- k. Retention – Except as otherwise provided herein, Business Associate shall retain complete and accurate records of any Protected Health Information of Covered Entity for a period of no less than six (6) years after Business Associates creates or receives the Protected Health Information on behalf of Covered Entity. Business Associate shall not directly or indirectly receive remuneration in exchange for any of Covered Entity’s Protected Health Information without the prior authorization of Covered Entity.

### 3. Permitted Uses and Disclosures by Business Associate

- a. Business Associate agrees that it shall keep confidential all Protected Health Information as required by HIPAA, information that Business Associate receives, creates, or maintains under and/or in connection with this Agreement, and shall not use or disclose Protected Health Information except as permitted or required by this Agreement, the Services Agreement, or by law. Business Associate may not use or disclose Protected Health Information in a manner that would violate HIPAA if done by Covered Entity except as permitted by this Agreement.
- b. Business Associate shall determine the amount of Protected Health Information necessary for its purposes and shall limit its requests, uses, and disclosures to the minimum necessary Protected Health Information required to accomplish the intended purpose. Business Associate shall follow any minimum necessary policies and procedures provided by Covered Entity.
- c. Business Associate acknowledges it is only authorized to use or disclose Protected Health Information for Business Associate's management and administration and to fulfill any of Business Associate's legal responsibilities. In instances where the Use or Disclosure is not required by law but is permitted by law or this Agreement, Business Associate shall obtain reasonable assurances from the third-party recipient of Protected Health Information that: (i) the Protected Health Information will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the third party; and (ii) the third party will notify Business Associate of any instances of which the third party is aware in which the confidentiality of the Protected Health Information has been breached.
- d. Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity relating to its health care operations.
- e. All other uses or disclosures by Business Associate not authorized by this Agreement or by specific instruction of Covered Entity are prohibited.

### 4. Amendment

The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPPA, as amended, and any other applicable laws.

### 5. Term and Termination

- a. Term. The term of this Agreement shall commence as of the Effective Date and terminate when all Protected Health Information created by or received by Business Associate on behalf of Covered Entity is either returned to Covered Entity or destroyed, except as otherwise provided herein. Upon termination of the Services Agreement, this Agreement shall terminate and Business Associate will destroy or return to Covered Entity any Protected Health Information it holds in any form. This provision also applies to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the Protected Health Information. If Business Associate reasonably can show that it is infeasible to return or destroy Protected Health Information, and the Covered Entity agrees, Business Associate must extend the protections under this Agreement to such Protected Health Information and only may further use or disclose such information for those purposes that make the return or destruction infeasible.
- b. Termination for Cause. Upon Covered Entity's knowledge of a breach of this Agreement by Business Associate, Covered Entity is authorized to terminate this Agreement and the Services Agreement.

### 6. Miscellaneous

- a. Indemnification. Business Associate agrees to indemnify, defend, and hold harmless Covered Entity from and against any action, claim, demand, loss, liability, fine, penalty or expense (including attorneys' and witnesses' fees and expenses) arising out of or resulting, directly or indirectly, in any way from any breach by Business Associate of any term hereof or from any act or omission of its agents, employees or subcontractors.
- b. Regulatory References. A reference in this Agreement to a section in the Privacy Laws means the section as in effect or as amended.
- c. Survival. Business Associate's obligations in respect of the use, disclosure and protection of Protected Health Information shall survive any termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPPA.

**IN WITNESS WHEREOF**, the parties execute this Agreement by their duly authorized representatives.

**Covered Entity**

(Home Office Use)

The Lincoln National Life Insurance Company,  
Lincoln Life & Annuity Company of New York,  
Lincoln Financial Advisors Corporation and  
LFA, Limited Liability Company

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Business Associate**

(Individual or Corporation)

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Electronic Funds Transfer Authorization Form

This form is used for new direct deposit set up and revision to existing direct deposit of producer or corporate commission earnings. Please complete all applicable sections and fax or mail the completed form to the address/fax number indicated below.

**IMPORTANT:** To avoid processing delays, please verify the following:

1. Voided check or a letter from the bank verifying account information.  
(For your protection, counter or starter checks will not be accepted.)
2. Fields are filled in completely and form is signed.
3. The account you have chosen for deposit is associated with your SSN/Tax ID.

To: Distribution Compensation  
P.O. Box 2348, Fort Wayne, IN 46802  
Fax: 260-455-1587  
Phone: 800-238-6252, option 1

### PLEASE NOTE:

If you would like your personal commission earnings paid to a corporation, the corporation must be licensed and appointed with the Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York and affiliates ("Lincoln"). These requests can be accommodated by completing the Financial Owner Assignment Form. For questions regarding the Financial Ownership process or requirements, please contact us at 800-238-6252, option 1. **However, if you are a Registered Representative with LFA or LFS, you must have a personal bank account under your SSN to direct deposit your commissions. Registered commission earnings cannot be paid to a Corporate Account per U.S. Securities and Exchange Commission guidelines.**

Full Legal Name of Producer: **OR** Full Corporate Name: \_\_\_\_\_

Social Security Number (Last 4 Digits): XXX-XX- \_\_\_\_\_ **OR** Complete Corporate TIN: \_\_\_\_\_

Principal SSN (Last 4 Digits): XXX-XX- \_\_\_\_\_

Producer Codes (List one or more): \_\_\_\_\_ Daytime Phone Number: \_\_\_\_\_

Business Address (City, State & Zip): \_\_\_\_\_

Email Address: \_\_\_\_\_ Upline Email Address: \_\_\_\_\_

### Account Information

I hereby authorize and request Lincoln (hereinafter called "the Company") to make payment of any amount(s) owed to me by initiating credit or adjustment entries to my bank(s) as indicated below. I authorize and request my bank(s) to accept credit or adjustment entries initiated by the Company and its affiliates and to enter same into the following account(s):

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_  Checking  Savings  
(A voided check or a Bank Letter is required.)

ABA Number (Bank Routing Number): \_\_\_\_\_

**Reminder:** Compensation can only be paid to an entity properly licensed and appointed with the Company. EFT transfers must be deposited into a bank account registered under the Tax ID/SSN noted above.

### Authorization & Signature

**Upon election of EFT, you must register and use your Lincoln website to access your commission statement online.**

- The only negative adjustment the Company will make to your bank account would be to reverse a credit made in error. This type of transaction is rare, would only occur within 5 days of the initial credit and the Company would notify you of this transaction.
- It is understood that this agreement may be terminated by me or the Company at any time by written notification. Any such notification shall be effective only after receipt and processing by the Company.
- Compensation for registered insurance products can only be paid to broker dealers with effective selling agreements.
- Corporations applying for EFT must include signature and title of either the Corporation President, Vice President, or Principal.
- Corporations must be licensed and appointed with Lincoln.

\_\_\_\_\_  
Signature (Written Signature Required)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Any Questions?  
Email [AskLicenseValidation@lfg.com](mailto:AskLicenseValidation@lfg.com)  
to ensure your licensing validation  
questions are handled in an expedited  
manner.

***Don't have your business rejected or your compensation held!***

We VALUE our relationship with you and our goal is to process new business you submit to us as quickly as possible.

In mid-September 2010 we automated the Life & Fixed Annuity licensing and appointment validation process for **Solicitation Date**. Validation automation for **Payment of Override Compensation**, **Education Requirements**, and **Client Resident State** will be implemented in September 2011. We thought it would be beneficial to provide you with some tips to expedite the processing of your business and payments and to remind you of the Life and Fixed Annuity licensing and appointment validation regulatory requirements.

For smooth and timely processing and payment of your business, please submit your appointment paperwork and applications in a timely manner, recognizing the various solicitation date rules. Also, ensure your appropriate licenses, appointments and education requirements are in place in accordance with the various regulations.

The following are the current, point-in time, regulations, subject to change as defined by the states:

- Solicitation Date** (Implemented Sept 2010): In addition to the pre-appointment states/jurisdictions (PA, MT, GU, VI), there are 43 states/jurisdictions that regulate when a producer can sign an application with a client in relation to the appointment effective date.
  - AL, AK, CA, DC, IA, KS, MD, MO, ND, OH, TX, VA allow for solicitation of business **within 30 days** prior to the appointment effective date.
  - AR, CT, DE, GA, HI, ID, KY, ME, MA, MI, MN, MS, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PR, SC, SD, TN, UT, VT, WA, WV, WI, WY allow for solicitation of business **within 15 days** prior to the appointment effective date.
- Payment of Override Compensation**: There are 12 states/jurisdictions that require all levels in a Writing Producer's hierarchy and their Financial Owner (their commission payee) to be licensed in the state/jurisdiction in order to receive payment of overrides.
  - GA, LA, NM, VI, and WI allow the effective date of the Upline's license (anybody in the Writing Producer's commission hierarchy) to be after the date the application was signed but upline compensation cannot be paid until the license is effective.
  - GU, KY, MT, PA, PR, SC & VA require that the Upline's license (anybody in the Writing Producer's commission hierarchy) be effective *on or before the date the application was signed* in order to receive compensation. If the license is not present at time of solicitation, compensation will be redirected to a licensed entity.
- Education Requirements**: The following states have education requirements that must be met prior to soliciting Long-Term Care Products (in addition to the life and health care licensing requirements); Indexed Annuities; and Indexed UL.
  - Long -Term Care Products**: AK (7/1/11), AL, AZ, AR, CA, CO, FL, ID, IL, IN, IA, LA, ME, MD, MI, MN, MT, NC, NE, NJ, NV (10/1/11), OH, OK, OR, PA (4/1/11) RI, SC, SD, TN, UT (residents only 5/10/11), VT, WA, WI, WV, WY. NC requires producers to hold the Medicare Supplement/LTC line of authority on their license.
  - Fixed Annuity, Indexed Annuity, Variable Annuity**:
    - The following states require completion of a state approved annuity course: CA, OK (residents only), TX (residents only).
    - The following states require completion of a state approved annuity course and a Lincoln product course: IA (1/1/11) requires completion of a state approved Annuity course in addition to the state approved Indexed Product course. CO (4/1/11), DC (6/24/11), HI (1/1/12), IN (1/1/12), MD (11/1/11), ND (8/1/11), OH (7/1/11), OR (7/1/11), RI (6/1/11), SC (9/25/11), WI (5/1/11), WV (7/1/11). Please Note: AR has postponed the annuity training requirement (7/15/10) indefinitely.
    - The following state requires a Lincoln product course only: NY (6/30/11) – requires completion of the LNY NY course.
  - Indexed UL**: IA (specific Indexed Product course requirement)
- Client (Policy Owner) Resident State**: AK, WV, PR & VI require the writing producer to be licensed in the client's (policy owner's) resident state. Refer to Situs Guidelines for additional licensing information.

**PLEASE NOTE:** for **Solicitation Date**, **Education Requirements** and **Client Resident State**, if the producer fails validation, we will not be able to issue the business and a new signed and dated application will need to be submitted once producer complies with the appropriate regulations. For **Payment of Override Compensation**, depending on the specific state, override compensation will either be paid once the license is in place or will be redirected to a licensed entity, however, in all cases if the Writing Producer passes validation, the contract will be issued and the Writing Producer will be paid.

Thank you for your business!

*Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.  
Affiliates are separately responsible for their own financial and contractual obligations.  
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