

## AGENT LINCOLN APPOINTMENT CHECKLIST

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### NEW AGENT APPOINTMENT CHECKLIST

Please see that the following are submitted with all new requests for appointment.

- Complete **Request for Appointment of Insurance Producer Packet**
- Include copy of **E&O**.
- Include copy of current **individual and corporate licenses** for all states in which you do business.

SUBMIT ALL ORIGINAL FORMS TO:

Wright & Associates Insurance Group, Inc  
PO Box 4050  
Traverse City, MI 49685-4050  
p. 231.922.0191 - f. 231.922.0129  
Or, email to [karen@wrightinsurancegroup.com](mailto:karen@wrightinsurancegroup.com)



Distributor ID EPSi-cbg

The Lincoln National Life Insurance Company
c/o Employer Plan Services Inc
Attn: Sissy Reynolds
PO Box 2727, Houston, TX 77252
p. 800.207.9224 f. 713.369.0703



APPLICATION FOR LICENSING APPOINTMENT

Producer Name: \_\_\_\_\_ SS# \_\_\_\_\_ DOB \_\_\_\_\_

Home Address: \_\_\_\_\_
Street City County State Zip

Business Address: \_\_\_\_\_
Street City County State Zip

Mailing Address (If different from above): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

The Lincoln National Life Insurance Company pays commission to (mark one): [ ] Agency [ ] Individual

Name of agency for corporate appointment or commissions to firm (SUBMIT COPY OF AGENCY LICENSE(S))

Federal Tax ID # \_\_\_\_\_

List of state(s) where producer wants to be appointed: \_\_\_\_\_

Agent License Number(s) \_\_\_\_\_

Agency License Number(s) \_\_\_\_\_

Please read and answer each of the following questions: Attach a written explanation, including date of the event and date of discharge, for any YES answers. If anything occurs, which results in a change to any of your answers, you must notify The Lincoln National Life Insurance Company, in writing, within 30 days of the occurrence.

- 1. Are you now or have you ever been the subject of any complaint, investigation, or proceeding by any Insurance Department, the SEC or any federal or state regulatory agency? [ ] Yes [ ] No
2. Have you ever been convicted of or pleaded guilty or nolo contendere to a felony or misdemeanor other than a traffic offense? [ ] Yes [ ] No
3. Are you currently, or have you ever been involved in a bankruptcy (personal or any business in which you had control or an ownership interest), pending litigations in which you are a defendant, had a salary garnished or had liens or judgments against you? [ ] Yes [ ] No
4. Are you currently, or have you ever been the subject of any customer complaint or complaint or proceeding by any securities, insurance or commodities regulatory body or organization? [ ] Yes [ ] No
5. Have you ever had your contract, appointment or employment arrangement terminated or have you been permitted to resign from any insurance company or other financial services employer for any reason other than low production? [ ] Yes [ ] No
6. Are you currently, or have you ever been refused a license to sell insurance or been refused membership in any Insurance Department? [ ] Yes [ ] No
7. Are currently a party or in the past ten years, have you been a party to any lawsuit, arbitration or civil litigation? [ ] Yes [ ] No

By signing below, I certify that the foregoing answers are true and correct to the best of my knowledge and belief. I also give The Lincoln National Life Insurance Company permission to investigate as necessary to verify this information and to share the information with parties recruiting and recommending my appointment unless I direct you otherwise. This authorization, in original or copy form, is valid now or any time in the future.

Signature of Applicant

Date



The Lincoln National Life Insurance Company  
 c/o Employer Plan Services Inc  
 Attn: Sissy Reynolds  
 PO Box 2727, Houston, TX 77252  
 p. 800.207.9224 f. 713.369.0703



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**FAIR CREDIT REPORTING ACT DISCLOSURE & AUTHORIZATION**

**DISCLOSURE OF USE OF CONSUMER REPORTS**

As part of the appointing and/or contracting process, The Lincoln National Life Insurance Company and its affiliates (hereinafter, Lincoln), request consumer reports on prospective producers. From time to time after appointing and/or contracting, Lincoln reserves the right to request consumer reports on its producers in connection with their contracts or new appointments. Occasionally, Lincoln requests investigative consumer reports, which include personal interviews with sources such as your neighbors, friends, associates and/or former employers. Consumer reports and investigatory consumer reports may include information about any or all of the following: your character, general reputation, personal characteristics, mode of living, education, past employment, credit report, professional credentials or your driving and criminal record. If we request an investigative report, we are required by the Fair Credit Reporting Act to notify you within three days after the report is requested, and if you make a written request, we are obligated to disclose to you within five days the nature and scope of the investigation requested. Consumer reports and investigative consumer reports, as well as other information in your file, may be shared among Lincoln Financial Group and its affiliates and parties recruiting and recommending your appointment unless you direct otherwise.

**CALIFORNIA RESIDENTS**

**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 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 to 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.

**AUTHORIZATION**

I authorize The Lincoln National Life Insurance Company and its affiliates to request and obtain one or more consumer reports and/or investigative consumer reports about me for appointing and/or contracting purposes, and to share such information within Lincoln Financial Group and its affiliates as well as with parties recruiting and recommending my appointment unless I direct you otherwise.

Date: \_\_\_\_\_ Name (Print): \_\_\_\_\_

Name (Sign): \_\_\_\_\_

# CBG BENEFITS GROUP

## Agent Commission Agreement

THIS AGREEMENT is made and effective this date, \_\_\_\_\_ 20\_\_\_\_, between CBG Benefits Group, (hereinafter described as ("CBG")), and the following individual or corporation (hereinafter described as "Producer").

Name of Agent	City	County	State	Zip
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**1. COMMISSION.** Subject to the provisions of this Agreement and as hereinafter set out, CBG, or its duly authorized representative, will pay Commissions to Producer on premiums received by CBG for policies issued during the term of this Agreement upon applications procured and submitted by Producer. Such Commissions will be calculated in accordance with the provisions of the Commission Schedule attached hereto.

- (a) Commissions will not be paid on premiums waived, premiums paid in advance (except as they are applied toward payment of the current premium) or premiums paid subsequent to a lapse of a policy unless the policy is reinstated solely through the instrumentality of the Producer.
- (b) CBG has the right, at its sole discretion, to modify any Commission Schedule attached hereto, by furnishing Producer advance written notice of any such modification.
- (c) The insurance products governed by this Agreement are outlined in the attached Commission Schedule, which may be modified by CBG from time to time by the addition or deletion of products.

**2. AUTHORITY TO SOLICIT.** Producer is authorized to solicit applications for insurance for CBG, collect the first month's premium on each policy of insurance applied for and pay the same over to CBG and or the insurance carrier in accordance with CBG's procedures; deliver the policies of insurance as directed by CBG; and do any act or perform any duty which is specifically authorized in writing and signed by an officer of CBG. The Producer shall maintain in good order the records and accounts of business transacted on behalf of the appropriate insurance carrier or CBG for inspection by, or delivery to CBG or the appropriate insurance carrier upon request.

The Producer agrees to comply with all applicable insurance laws and regulations and with all the published rules, regulations and instructions of CBG and the appropriate insurance carrier now in force and such as may hereafter be adopted.

The Producer specifically agrees to indemnify and to hold the CBG and the appropriate insurance carrier harmless against or from liability of any type for judgments, litigation costs, damages, attorney's fees, fines, penalties or other losses or expenses incurred by the CBG or appropriate insurance carrier resulting from or growing out of any unauthorized act by the Producer or the Producer's employees or representatives.

Authority to solicit is subject to appointment of the Producer with CBG and the appropriate insurance carrier as required by the insurance law in such states as the Producer is licensed and authorized to solicit. CBG reserves the right to require the Producer to pay to CBG such fees as may be required for appointment, renewal of appointment and termination of appointment in each and every state where the Producer must be appointed in order to solicit. Additionally, Producer will be responsible for payment of all such fees for sub-producers under Producer's supervision who are appointed with CBG to solicit and notifying CBG of appointments which should be non-renewed or terminated.

**3. LIMITATION OF AUTHORITY.** Producer has no authority to alter, modify, waive or change any of the terms, rates or conditions of CBG's policies or contracts. Producer will have no authority to advertise, distribute or publish, regardless of the media, any matter or thing concerning CBG or its policies without written permission of CBG, nor to do any act or perform any duty other than is expressly granted herein except as specifically authorized in writing by CBG. The Producer shall give CBG immediate notice of any legal proceedings initiated against it or against any sub-producer of which it has notice.

**4. RELATIONSHIP.** The relationship between CBG and Producer will be that of independent contractor and contractee, and not that of employer and employee. Within the territory herein designated, Producer will be free to exercise independent judgment as to the time and manner in which he may perform the services authorized to be performed under this Agreement, but CBG may from time to time prescribe rules and regulations with respect to the conduct of the business covered hereby, not interfering with such freedom of action of Producer, which rules and regulations Producer will conform to and observe.

**5. TERRITORY.** The area within which Producer will have the right to represent CBG may be as directed from time to time by CBG but this territory is not assigned exclusively to Producer.

**6. VESTED COMMISSIONS.** This contract contains a one (1) year vesting period for each policy written under this contract, from the effective date of the policy. Producers will not be removed for commissions during the first year unless the original Producer relinquishes his/her rights and/or there are extenuating circumstances. In the event of termination of this Agreement, except in the case of death, One Hundred Percent (100%) of the commissions will be payable after its effective date, subject to the provisions of this Agreement:

Producer will forfeit all of his/her interests under this Agreement in the event of termination of this Agreement if Producer sells or offers to sell, directly or indirectly, to any person or persons, insurance at any reduction from the regular table rates as furnished Producer by CBG, or violates the insurance laws of any state, or withholds any money, policy or receipt contrary to the provisions of this Agreement or regulations made thereunder. Such sale, offer of sale, violation of law, or dereliction will, without further notice, cause an immediate termination of this Agreement and an unconditional forfeiture of all rights, claims and demands whatsoever Producer has against CBG, accrued or to accrue under this or any previous contract and under any supplementary agreement or amendment, for commissions, both first year and renewal, or other compensation or payment, but nothing herein contained will be construed to affect any rights or claims of CBG against Producer.

**7. BENEFICIARY.** In the event this appointment is terminated by death, One Hundred Percent (100%) of any compensation which would otherwise be paid to Producer under this Agreement will be paid by CBG to

\_\_\_\_\_, if living, who bears the relationship of

\_\_\_\_\_, otherwise to Producer's estate.

**8. LIABILITY.** Commissions will be subject to reduction by CBG for any amount due CBG from Producer or for any amount of claims made against CBG because of any action or inaction of Producer. This right of off-set will also apply to any renewal Commissions.

Producer will be jointly and severally liable for debit balances of all classes of CBG representatives, however designated in their separate contracts, on whose production Producer is contractually entitled to any override commission or service fee from CBG.

*To secure the repayment to CBG of such debit balances, whether now existing or hereafter arising, Producer agrees that CBG may apply any and all existing future indebtedness of Producer to CBG against any earned commissions or other sums payable to Producer by CBG. To further secure such repayment, the Producer hereby assigns and grants to CBG a security interest in all commissions and any other sums payable that are now or may from time to time hereafter be due to Producer from CBG. CBG's right of off-set, as described herein, and security interest, as granted herein, constitute a paramount and prior lien on any and all commissions or any other sums payable to Producer by CBG and CBG may, at any time without notice, apply such commissions and other sums payable to such indebtedness.*

9. **REFUNDS.** Should CBG for any reason refund any premium on any policy secured hereunder, the Producer will repay, on demand, any commission received on that premium.

10. **ASSIGNMENT.** No assignment of any commission or any other amounts, or any portion thereof, due or to become due to Producer hereunder will be valid unless authorized in advance in writing by CBG, and any assignments so authorized will be subject to any and all indebtedness of Producer to CBG then existing or thereafter accruing.

11. **FORFEITURE.** Should Producer at any time endeavor to induce representatives of CBG to discontinue their Agreement, or its policyholders to relinquish their policies, Producer will forfeit any and all commissions that he/she might otherwise have acquired under any and all contracts with CBG.

12. **EXPENSES.** Producer will pay all expenses incurred in the performance of this Agreement, and when requested by CBG, will furnish a bond of indemnity in such form and amount as approved by CBG.

13. **ACCOUNTING.** CBG will furnish Producer with monthly accounts showing commission payments made to Producer within such accounting period.

**14. TERMINATION OF AGREEMENT.**

(a) Termination Without Cause

(1) Either party may terminate this Agreement without cause by giving 30 days written notice to the other of such termination.

(2) This Agreement will automatically terminate, without notice, on the date of Producer's death.

(b) Termination for Cause. Upon failure of either Party to perform any of its obligations or covenants hereunder, the other Party may terminate and cancel this Agreement effective immediately upon service of notice of such termination on the other Party, which notice will specify the cause of termination. This Agreement will be automatically cancelled without notice by reason of fraud, misappropriation or withholding of funds, by Producer, or if the Producer will file a Petition in Bankruptcy (for any purpose whatsoever) or if he/she will make an assignment for the benefit of creditors or will be adjudicated bankrupt or if a receiver or conservator will be appointed for him, and anything contained in this Agreement to the contrary notwithstanding, thereafter no compensation of any kind will be payable to Producer.

Anything to the contrary in this Agreement notwithstanding, all indebtedness due to CBG from Producer will be immediately payable without demand or notice therefore by Producer to CBG upon termination of this Agreement regardless of whether such terminations is with or without cause.

In the event of termination, the Producer shall immediately turn over to CBG all undelivered policies, rate books, such correspondence and records, and other property of CBG as pertain to business produced by the Producer, or agencies recruited by Producer during the term of this Agreement, which are then in its possession.

Except as specifically provided in this Agreement, no commissions, service fees or other compensation of any kind will be payable to Producer following termination of this Agreement.

15. **ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

16. **SOLE AGREEMENT.** This Agreement supersedes any and all previous agreements between the parties hereto which pertain to the solicitation of applications for any insurance mentioned herein, and the payment of commissions on premiums on policies issued by CBG under previous contract with Producer is not hereby impaired.

This Agreement cannot be changed by any verbal promise or statement by whomsoever made, and no written modification or change will bind CBG unless it is signed by the President, a Vice President or Secretary of CBG, which expresses an intention to modify or change this Agreement.

17. **GOVERNING LAW.** This Agreement shall be governed as to performance, administration and interpretation by the laws of the State of Minnesota.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

By: \_\_\_\_\_  
CBG Benefits Group ("CBG")

By: \_\_\_\_\_  
Agent ("Producer")

**Exhibit A**

**Addendum to Commission Agreement**

**Broker/Agent Commission Schedule**

Commission is for paid premium received on the first and renewal years for group policies. Commissions will be payable as earned on each policy or certificate per the following group commission schedule

**Group Vision: Level 10%**  
(Underwritten by UHIC)

**Group Dental: Underwritten by UHIC**

<u>Standard Scale for Broker Commissions</u>	
Premium Range	Commission %
\$0 ~ \$10,000	10%
\$10,001 ~ \$25,000	7.5%
\$25,001 ~ \$40,000	5%
\$40,001 ~ \$60,000	2.5%
Over \$60,000	1.5%

**Group Life and AD&D: Flat 15%**  
(Underwritten by Lincoln Financial Group)

**Group Long Term and Short Term Disability: Flat 15%**  
(Underwritten by Lincoln Financial Group)

*Commissions will be paid at the rate provided in the above schedule, subject to the terms and conditions of the Agent Commission Agreement as long as the producer: (1) is continuously and actively engaged as a licensed agent (2) continues to be designated by the group named in the Group Contract as the agent with respect to that group (3) services the group in a satisfactory manner to CBG; and, (4) the original Master Group Contract(s) for which this agreement has been executed have not been terminated.*

*Commission checks will be issued only when the accumulated amount due exceeds \$25.00. Balances not totaling 25.00 will be paid in December.*

Witness the hands of the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Witness the hands of the undersigned this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Witness Signature

\_\_\_\_\_

Please Print Witness Name

\_\_\_\_\_

Agent Signature

\_\_\_\_\_

Please Print Agent Name

CAPITAL BENEFITS GROUP, INC. 7.09

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

Randall C. Rogers, President