



## **Lincoln Financial Group Contracting Instructions**

Some of these forms will be used for some situations and not for others. Please follow the instructions below that pertain to your situation, and remember, "required" means that the forms must be submitted for your contract to be processed.

**Individual Contract** – a contract in which commissions get paid directly to an agent.

- § Fill out and sign Professional Profile (Form# LA02296 07/07) (Required)
- § Fill out and sign Fair Credit Reporting Act Disclosure & Authorization (Form # LA02298 04/07) (Required)
- § Fill out and sign Producer Agreement (Form# BJ-02300 04/07) (Required)
- § Proof of E & O Coverage (Required)
- § Fill out and sign Auth. Agreement for Pre-Authorized Deposits (Form# BJ-02303 04/07) (Optional)
- § Fill out and sign Assignment (Form# BJ-02305) **Required only if assigning commissions to a corporation.**
- § Copy of individual license – for all states submitting business (Required)

**Corporate Contract**- a contract in which all commissions get paid to the company and the company distributes commissions within.

- § Fill out and sign Professional Profile (Form# LA02296 07/07) (Required)
- § Fill out and sign Fair Credit Reporting Act Disclosure & Authorization (Form # LA02298 04/07) (Required)
- § Fill out and sign Producer Agreement (Form# BJ-02300 04/07) (Required)
- § Proof of E & O Coverage (Required)
- § Fill out and sign Auth. Agreement for Pre-Authorized Deposits (Form# BJ-02303 04/07) (Optional)
- § Copy of individual and corporate licenses – for all states submitting business (Required)

**Licensed Only Contract** – a contract in which the corporation receives all the commissions and credits from every sale. The agent will not be paid by the home office.

- § Please call for instructions on how to complete forms.

**Transfers** – Agents may transfer from one AMO to another at any time, including the first contract year by submitting new contracting forms. The transfer will be immediate, regardless of past productivity. This carrier will close the agent's file if no business is submitted within 6 months. Please submit the contracting forms to your recruiter.

*Please forward all necessary forms to:*

**THE RECRUITING ENTITY WHO SUPPLIED  
YOU WITH THESE DOCUMENTS**



**PROFESSIONAL PROFILE**

**A. Personal Information**

Male  Female

Full Name: \_\_\_\_\_ Nickname: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

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

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email address: \_\_\_\_\_

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

Home Ph: \_\_\_\_\_ Prof Desig:  CLU  ChFC  CFP  CFC  RFP  MSFS  LUTCF  Other \_\_\_\_\_

May we publish your name in Company publications?  Yes  No If no, is recognition (awards, conference) acceptable?  Yes  No

Federal and state laws prohibit discrimination in contracting because of race, color, religion, age sex, national orgin, or disability.

**B. Corporate Information (if applicant is a corporation, agency principal must complete the Professional Profile)**

Corporate Name: \_\_\_\_\_ Tax ID: \_\_\_\_\_

**C. Licenses Held**

List states in which you wish to be appointed. \_\_\_\_\_

If, applicable, submit appropriate fees for non-resident appointments requested.

NASD License  Yes  No CRD # \_\_\_\_\_ Broker/Dealer \_\_\_\_\_ TIN \_\_\_\_\_

**D. Producer's Production – Insurance Company Affiliations**

Current MDRT Status -  Qualifying  Life  Court of the Table  Top of the Table

My projected annualized paid life and annuity premium during my first twelve months with Lincoln will be at least:

Life Premium \$ \_\_\_\_\_ Annuity Premium \$ \_\_\_\_\_

**E. Please read and answer each question.** (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 Lincoln, in writing, within 30 days of the occurrence.

	<b>Yes</b>	<b>No</b>
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?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you ever been convicted of or pleaded guilty or nolo contendere to a felony or misdemeanor other than a traffic offense?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
6. Are you currently, or have you ever 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"/>
7. Are currently a party or in the past ten years, have you been a party to any lawsuit, arbitration or civil litigation?	<input type="checkbox"/>	<input type="checkbox"/>

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 and its affiliates 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



**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): \_\_\_\_\_

## PRODUCER AGREEMENT

AGREEMENT by and between The Lincoln National Life Insurance Company, an insurance company organized and existing under the laws of the State of Indiana and Lincoln Life & Annuity Company of New York, an insurance company organized and existing under the laws of the State of New York, and any subsequent affiliate designated from time to time by notice (hereinafter collectively referred to as the “Company” or “Lincoln” and \_\_\_\_\_ (the “Producer”).  
*(Name of Organization or Individual)*

WHEREAS, Lincoln is the issuer of insurance products (the “Policies”), which are more particularly described in this Agreement in Schedule A1/B1 hereto, as may be amended by Lincoln at anytime; and,

WHEREAS, Lincoln proposes to have the Producer sell the Policies;

WHEREAS, the Producer’s classification is reflected in the Producer’s Compensation Plan. Lincoln may reclassify the Producer from time to time. The Producer will be notified of any such reclassification prior to the effective date of the new classification. Any change to a different level typically would be based on announced or required production levels, but may also be based on other considerations such as changes in field management or organization, or changes in marketing strategy. The new classification will apply to business produced after the effective date of the Producer’s reclassification.

NOW THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto agree as follows:

1. **Appointment of the Producer.** Lincoln hereby appoints the Producer to:
  - (a) solicit sales of the Policies in all jurisdictions in which the Policies may legally be issued using forms, rates and guidelines provided by the Company; and in which the Producer is properly licensed under state law and appointed under existing Company guidelines;
  - (b) to promptly deliver the Policies when the conditions governing such delivery have been met;
  - (c) to collect the initial modal premium necessary to place in force or to reinstate the Policies in the form of a check payable to the Company;
  - (d) to service the policyowner; and
  - (e) to recruit, and recommend the appointment to Lincoln, persons and organizations meeting the Company standards for holding a Producer Agreement if authorized by the terms of the Producer’s Compensation Plan.
2. **Company Independence.** Each life insurance company’s products are separately underwritten and are the sole obligation of the issuing insurer. The life companies are members of Lincoln Financial Group. Lincoln Financial Group is the marketing name for Lincoln National Corporation and its subsidiaries. Lincoln National Corporation is not responsible for financial obligations of these corporations.
3. **Independent Contractors.** The Producer is an independent contractor with respect to Lincoln, and nothing in this Agreement shall create or be construed to create the relationship of employer and employee between Lincoln and the Producer. The Producer 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.
4. **Limitation of Authority.** The Producer’s authority shall extend no further than stated in this Agreement. The Producer shall not:
  - (a) make, waive, or change any questions, statements, or answers on any application for a Producer Agreement, the Agreement itself or any application for the Policies, the terms of any receipt given thereon, or the terms of the Policies;
  - (b) extend the time for payment of premiums or waive any premiums, or forfeiture or guarantee dividends, earnings or rates, or estimate future interest, mortality or expense factors except through the use of authorized illustrations and projections approved by Lincoln;
  - (c) deliver the Policies unless the health of the Insured(s) or Annuitant(s) is substantially unchanged from the date of the application;
  - (d) incur any debts or liabilities for or against the Company;
  - (e) receive any money for the Company except premiums as authorized in Section 1(c) above, in the form of a check payable to the Company;
  - (f) misrepresent, or fail to disclose accurately, the terms or nature of the Company’s Policies;
  - (g) pay any premiums on the Policies other than the Producer’s own or the Producer’s immediate family members;
  - (h) solicit business in a state where the Policies are not approved for sale;

All notices shall be sent to: The Lincoln National Life Insurance Company or Lincoln Life & Annuity Company of New York  
c/o Lincoln Financial Distributors  
Producer Solutions MPC2  
350 Church Street  
Hartford, CT 06103-1106

Producer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (b) **Lincoln.** Lincoln shall include The Lincoln National Life Insurance Company, Lincoln Life & Annuity Company of New York and any subsidiary, parent, or affiliate.
- (c) **Contract Year.** 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.

- 30. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
- 31. **Entire Agreement.** The foregoing represents the entire Agreement between the parties and the parties shall not be bound by any other promise, contract, understanding or representation unless it is made by an instrument in writing and executed by a duly authorized officer of the Company.
- 32. **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 Lincoln, whichever is later.

**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**

**PRODUCER - IF INDIVIDUAL**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Individual  
\_\_\_\_\_  
Signature  
Date: \_\_\_\_\_

**LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK**

**PRODUCER - IF ORGANIZATION**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Organization  
\_\_\_\_\_  
Print Name and Title of Signer  
\_\_\_\_\_  
Signature  
Date: \_\_\_\_\_



**AUTHORIZATION FOR PRE-AUTHORIZED DEPOSITS**

To: Distribution Compensation ,  PO Box 2348, Fort Wayne, IN 46802 Fax: 260-455-1587  One Granite Place, Concord, NH Fax: 603-226-5400

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

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

I hereby authorize and request:

Tax ID/SSN: \_\_\_\_\_

Agent #'s: \_\_\_\_\_ (List All)

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 Lincoln Financial Group and its affiliates (hereinafter called "Lincoln Financial") and to enter same into the following account(s):

① Account Name: \_\_\_\_\_ Account #: \_\_\_\_\_  Checking  Savings ABA #: \_\_\_\_\_ Percent of Payment: \_\_\_\_\_ Bank Name: \_\_\_\_\_ Bank Telephone Number: \_\_\_\_\_

② Account Name: \_\_\_\_\_ Account #: \_\_\_\_\_  Checking  Savings ABA #: \_\_\_\_\_ Percent of Payment: \_\_\_\_\_ Bank Name: \_\_\_\_\_ Bank Telephone Number: \_\_\_\_\_

**(Reminder: Compensation can only be paid to a properly licensed entity. EFT transfers must be deposited into an account registered to the current check payee. Securities compensation can only be paid to a personal account.)**

\* The only negative adjustment Lincoln Financial 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 Lincoln Financial would notify you of this transaction.

It is understood that this agreement may be terminated by me or Lincoln Financial at at any time by written or verbal notification to Lincoln Financial. Any such notification shall be effective only after receipt by Lincoln Financial at and has a reasonable opportunity to act on it.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**IMPORTANT: For checking, please attach a "Void" check. For savings ONLY, a "Deposit slip" will be accepted.**

**FOR INTERNAL USE ONLY**

Add  Change Company #: \_\_\_\_\_ Source Code: \_\_\_\_\_ Vendor #: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Add  Change Company #: \_\_\_\_\_ Source Code: \_\_\_\_\_ Vendor #: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Payroll Effective Date: \_\_\_\_\_

Processed by: \_\_\_\_\_ Date: \_\_\_\_\_

## **ANTI-MONEY LAUNDERING COMPLIANCE**

The insurance companies of Lincoln Financial Group (“LFG”) have implemented an anti-money laundering program to comply with federal anti-money laundering regulations for insurance companies, effective May 2006. The regulations apply to all individual life and annuity products offered through LFG.

As a result, producers are required to show proof that they have completed Anti-Money Laundering training that is acceptable to Lincoln within the last 12 months in order to obtain an appointment with LFG. They are also required to receive periodic anti-money laundering training in order to maintain such appointment. Producers may either take AML training provided by Lincoln Financial Group through LIMRA or provide suitable proof of other training from another insurance carrier, a NASD registered broker/dealer or through a bank that sells our insurance products. Acceptable proof must be included with the contracting paperwork at the time of submission.

- Further information regarding the Lincoln Anti-Money Laundering Program is available at [www.lfg.com/AML](http://www.lfg.com/AML).
- In the event you have already completed AML training that satisfies Lincoln Financial Group’s requirements stated above, you will need to provide a valid certification of that training with your contracting paperwork. The certification must include your name, the name of the training course you completed, and the date your training was completed. Lincoln Financial Group will make the final determination as to whether a specific training course will satisfy the AML training requirement.

Questions regarding the AML compliance requirement should be directed to Lincoln Financial Group - Distribution Gateway at [AMLINQ@LFG.com](mailto:AMLINQ@LFG.com) or by calling 1-800-258-3648 Ext: 5383.



# Financial Owner Assignment

For value received, I, \_\_\_\_\_, do hereby assign unto  
(Name of Assignor)

\_\_\_\_\_, \* \_\_\_\_\_, \_\_\_\_\_,  
(Name of Assignee) (Address of Assignee) (Assignee Tax ID No.)

\_\_\_\_\_ any and all commissions now due me or hereafter to become due me on any agreement(s)  
(Assignee Producer No.)

I now hold with The Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York (hereinafter collectively referred to as "Lincoln") and direct Lincoln to pay the Assignee such amounts as otherwise would be credited to my account in accordance with the terms and conditions of my agreement(s) with Lincoln.

This assignment releases Lincoln from any liability for said amounts, payments and taxable responsibility hereafter and shall be a full and complete discharge of Lincoln for the amount(s) paid. I agree to indemnify and hold harmless Lincoln for any and all liability it may incur as a result of this assignment.

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Signature of Assignor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Producer's Number

Lincoln assumes no responsibility for the validity or sufficiency of this assignment.

\_\_\_\_\_  
By

The effective date of this agreement is:

\_\_\_\_\_, 20\_\_\_\_\_  
(To be completed at H.O.)

\*must be currently appointed and contracted with Lincoln