



The Savings Bank Life Insurance Company of Massachusetts (SBLI)
Agent Contracting Checklist

To expedite the contracting process, please complete and return the following documents:

- 1. Agent Appointment Application (seven sections)**
- 2. SBLI'S ACCELERATED UNDERWRITING PROGRAM ACKNOWLEDGEMENT**
- 3. PRODUCERS AGREEMENT**
- 4. SBLI's Replacement Policy**
- 5. Request for Direct Deposit Commissions** (include a copy of a voided check)
- 6. Enclose a copy of your **current resident license** and non-resident licenses for all other state(s) where you desire to be appointed.**
- 7. Enclose a copy of your completed **W-9** form.**

Return completed contracting material to us via email or fax:

Email: jfeit@garityadvantage.com **Fax:** 339-469-8155

Questions? Call 800-234-9488

The Savings Bank Mutual Life Insurance Company of
Massachusetts One Linscott Road, Woburn, MA 01801
1-888-224-7254
www.sbliagent.com

*Producers must be licensed & appointed in the following states prior to the execution of
any customer applications: Indiana, Oregon, Pennsylvania & Utah.*

**Section I— INDIVIDUAL APPLICANT OR CORPORATE PRINCIPAL
REQUIRED INFORMATION**

Social Security Number: _____ Sex: ☐ Male ☐ Female

Name: _____
Last First Middle Initial

Date of Birth: _____ E-Mail Address: _____
Month Day Year

Business Phone: _____ Fax Number: _____

Business Name: _____

Business Address: _____
Street Suite Number City State Zip

Home Address: _____
Street Apt. Number City State Zip

Home Phone: _____

Do you have errors and omissions coverage? ☐ YES ☐ NO

If you are a general agent, does your E&O policy cover agent/broker activity? ☐ YES ☐ NO

E&O Carrier: _____ Policy Number: _____

Effective Date: _____ Expiration Date: _____

Section II – COMMISSIONS

Make commissions payable to: _____

If payable to a business entity, please do the following:

1. Complete Corporate Applicants & Partnership-Required Information Section III
2. Complete form W9

You are allowed to designate third parties to receive your commissions under the following circumstances:

- Unlicensed persons or entities (including Insurance Agencies) provided they were not involved in the sale.
- Please see attached Override and Payee License document for a list of states where the payee must be licensed or appointed in order to receive an override.

If you designate a non-licensed or appointed person or entity, you certify that the person or entity will not be involved in the sales.

Section III CORPORATE APPLICANTS & PARTNERSHIP REQUIRED INFORMATION

Tax ID Number: _____ Entity Name: _____

Phone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip: _____

Principal for Corporate or Partnership Records: _____

(Background information in next section should pertain to writing agent.)

Name _____ of _____ Primary _____ Contact: _____

E-mail: _____

Section IV– BACKGROUND INFORMATION REQUIRED FROM ALL APPLICANTS

Please provide complete details for any “yes” answers on a separate sheet. If this is a corporate application, the questions should be answered about the agency principal.

- | | | |
|--|------------------------------|-----------------------------|
| 1 Do you have any outstanding and/or unsatisfied judgments or liens or any charge-offs or any debit balances with any insurance company? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2 Have you ever been declared bankrupt or insolvent either personally or in business or do you have a bankruptcy pending? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3 Have you ever been charged with, convicted of, or plead no contest to any felony or misdemeanor, violation of any state insurance regulations or statutes, or violation of any federal and state securities or investment regulations? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4 Have you ever been the subject of an insurance or investment related consumer initiated complaint? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 5 Have you ever had an insurance license denied, revoked, canceled or suspended by any state? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 6 Are you now the subject of any complaint, investigation or proceeding which could result in a yes answer to any of the above questions? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 7 Has any securities or insurance brokerage firm or insurer with whom you have had a relationship ever filed a bankruptcy petition or been declared bankrupt either during your association or within 5 years after termination of such association? | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

Explanations (can also be attached):

Section V – ANTI-MONEY LAUNDERING TRAINING CERTIFICATION

I hereby certify that on the _____ day of _____, 20____ the agent below has been trained under Anti-Money Laundering Regulations.

Course name & Provider: _____

Agent Signature

Date

*Please attach a copy of the certification/letter from your Broker/Dealer or carrier indicating course completion.

Section VI - AGENCY QUESTIONNAIRE Required For General Agents and Associate General Agent Applicants

If you have not already submitted a questionnaire, please attach a completed SBLI Prospective New General Agent Questionnaire. Thank you.

Section VII– DISCLOSURE & AUTHORIZATION

FAIR CREDIT REPORTING ACT DISCLOSURE

Pursuant to the Fair Credit Reporting Act (FCRA), the Savings Bank Mutual Life Insurance Company of Massachusetts (SBLI) hereby discloses to you that investigative consumer reports containing information including but not limited to your character, general reputation, personal characteristics, mode of living, work habits, experience, reasons for termination of past employment, professional licenses or credentials, financial/credit history, or criminal/civil/driving record history may be generated in connection with your application for appointment or for any appointment purpose at any time during your appointment. The investigative consumer reports are provided to SBLI by GENERAL INFORMATION SERVICES, INC. (GIS),

P.O. Box 353, Chapin, SC 29036, (866) 265-4917. A complete and accurate disclosure of the nature and scope of the investigation will be provided to you upon your written request.

For California/Minnesota/Oklahoma applicants: Please check here to receive a copy of the investigative consumer report: ☐

ACKNOWLEDGEMENT, AUTHORIZATION & CERTIFICATION

I authorize SBLI to procure consumer reports and/or investigative consumer reports for appointment purposes, including, without limitation, reports regarding character, general reputation, personal characteristics, mode of living, work habits, performance or experience, reasons for termination of past employment/professional license or credentials, financial/credit history, or criminal/civil/driving in connection with my application for appointment. The nature and scope of the information that SBLI will be requesting and reviewing may include: criminal, education, employment, military, fingerprint and Department of Motor Vehicles records; social security number trace; regulatory reporting history; and address history. SBLI will be obtaining this report from GIS at the address listed in the above disclosure statement.

I understand that this authorization shall remain on file and shall serve as a continuing authorization for SBLI to procure investigative consumer reports for appointment purposes at any time during my appointment. This authorization shall be valid in original, faxed or photocopied form. This authorization shall expire upon termination of my appointment with SBLI.

Under penalties of perjury, I hereby certify that all of the information herein is accurate and complete. I acknowledge and agree that my appointment will, in part, be based on this application for appointment and background information, and any falsification, misrepresentation or omission of information may result in the withholding or withdrawal of any offer of appointment or the revocation of appointment by SBLI whenever discovered. I acknowledge that I have received and read the above disclosure statement, and that I understand it.

Print Agent Name

Agent Signature

Date

SBLI'S ACCELERATED UNDERWRITING PROGRAM ACKNOWLEDGEMENT

SBLI's Accelerated Underwriting program which supports all risk classes for level term products \$100,000 through \$500,000, ages 18 through 60, is fully underwritten – just not “traditionally” fully underwritten. The products involved are not simplified issue, easy issue, or guaranteed issue products.

While it offers an expedited process that is both customer-centric and agent-centric, it is imperative that writing agents and prospective clients are completely informed and prepared prior to a drop ticket being dropped or an application being taken. To ensure our Accelerated Underwriting program works well with the profile of your target audience, we ask that you review the following documents attached:

- AU Education Guide
- AU Target Market

This will help you achieve the highest possible level of satisfaction and optimal placement ratios. Reviewing the material and signing this document are required in order for Agencies and Brokers to become appointed with SBLI.

Thank you.

I acknowledge that I have read and understood the AU documentation and will apply this information appropriately:

PRINT NAME:

AGENCY:

SIGNATURE:

DATE:

Ideal Target Market

Clients with the following characteristics **are well suited** for our Accelerated Underwriting (AU) process:

- Information provided by clients that are good historians of their overall medical history
- Not a highly sub-standard medical risk
- No indication of heavy shopping activity with poor disclosure
- Not recently declined by another carrier without knowledge of details
- No history of criminal activity
- No indication of adverse financial profiles, such as:
 - Bankruptcy history
 - Heavy lien, judgement, heavy collection or bad debt activity
 - Unemployed clients (with exception of homemakers and retired)
 - Clients with minimal household earnings

Examples of Impairments that Ideally Fit the Model

- | | |
|--|---|
| <ul style="list-style-type: none"> • Asthma • Anxiety/Depression, with first line treatment medication • BPH/Benign Prostate Disorder • Cholesterol treatment • Crohn's disease • Diabetes/Type 2/Adult onset/Diet controlled • GERD/Reflux disease | <ul style="list-style-type: none"> • Hepatitis A and B, acute • High Blood pressure treatment • Obstructive Sleep Apnea, mild, with confirmation of CPAP use • Skin disorders, other than Melanoma or Squamous Cell Carcinoma • Thyroid disorder • Ulcerative colitis |
|--|---|

Examples of Uninsurable Medical Scenarios with Fully Underwritten Business

Clients with the following characteristics **are not suited** for our AU process and are likely to be declined:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Aids/HIV + status • ALS (Amyotrophic Lateral Sclerosis) • Alzheimer's disease or dementia or significant cognitive impairments related to functionality • Cancer diagnosis within last 2 years • Chronic pain treatment, severe, receiving disability, narcotic use • Cirrhosis of the Liver • Congestive heart Failure • COPD/Emphysema or chronic bronchitis- Severe or with current nicotine use • Cystic Fibrosis • Defibrillator use • Stroke within 1 year • Suicide attempt within 5 years | <ul style="list-style-type: none"> • Depression, severe , recurrent or with multiple in-patient hospitalization history • Diabetes with co-morbidities that include significant cardiac disease, or impairment of renal function or mobility • Heart/Cardiac Disease- multiple vessels diagnosed within 2 years or any past history with current nicotine use • Muscular Dystrophy • Multiple Sclerosis, if symptoms progressing • Organ Transplants, in most scenarios • Quadriplegia • Pulmonary hypertension • Renal failure, Renal insufficiency- severe • Surgical repair of heart valves, aneurysms, intracranial tumors, major organs within six months, including gastric bypass |
|--|--|

Examples of Uninsurable Non-Medical Scenarios with Fully Underwritten Business

Clients with the following characteristics are not suited for our AU process and are likely to be declined:

<ul style="list-style-type: none">• Marijuana use, 4 or more times weekly• Substance abuse/ misuse within last 5 years• Criminal activity- any history within the last 10 years• DUI, more than 2 or under age 25 if within 1 year	<ul style="list-style-type: none">• Unemployed (other than homemakers or retired) with minimal household income or dependent on SSI/disability benefits• Bankruptcy filing within 2 years• Liens/Judgements- outstanding activity that exceeds \$50K
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For the education of producers/brokers only. Not for use with the public. SBLI Brokerage is the marketing name for Independent Distribution Sales and Administration. The Savings Bank Mutual Life Insurance Company of Massachusetts, Woburn, MA. © 2017 All rights reserved. NAIC #70435. The Savings Bank Life Insurance Company of Massachusetts has become a mutual life insurance company and is making regulatory filings in all jurisdictions in which it is licensed to use its new legal name The Savings Bank Mutual Life Insurance Company of Massachusetts. States that have approved our new legal name can be found at www.sblibrokerage.com/mutual. 17-4143 10/17

Override and Payee License and Appointment Validation

12/19/2017

State	Overrides				Payees			
	Individual License	Corporate License	Individual Appointment	Corporate Appointment	Individual License2	Corporate License3	Individual Appointment4	Corporate Appointment5
Alabama	No	No	No	No	No	No	No	No
Alaska	No	No	No	No	No	No	No	No
Arizona	No	No	No	No	No	No	No	No
Arkansas	No	No	No	No	No	No	No	No
California	Yes	Yes	No	No	Yes	Yes	No	No
Colorado	No	No	No	No	No	No	No	No
Connecticut	No	No	No	No	No	No	No	No
Delaware	No	No	No*	No	No	No	No*	No
District of Columbia	No	No	No	No	No	No	No	No
Florida	Yes	No	Yes	No	Yes	No	Yes	No
Georgia	Yes	Yes	No	No	Yes	Yes	No	No
Hawaii	No	No	No	No	No	No	No	No
Idaho	No	No	No	No	No	No	No	No
Illinois	No	No	No	No	No	No	No	No
Indiana	No	No	No	No	No	No	No	No
Iowa	No	No	No	No	No	No	No	No
Kansas	Yes	Yes	No	No	Yes	Yes	No	No
Kentucky	Yes	Yes	No	No	Yes	Yes	No	No
Louisiana	Yes	Yes	No	No	Yes	Yes	No	No
Maine	No	No	No	No	No	No	No	No
Maryland	No	No	No	No	No	No	No	No
Massachusetts	Yes	Yes	No	No	Yes	Yes	No	No
Michigan	No	No	No	No	No	No	No	No
Minnesota	No	No	No	No	No	No	No	No
Mississippi	No	No	No	No	No	No	No	No
Missouri	No	No	No	No	No	No	No	No
Nebraska	No	No	No	No	No	No	No	No
Nevada	No	No	No*	No	No	No	No*	No
New Hampshire	No	No	No	No	No	No	No	No
New Jersey	No	No	No	No	No	No	No	No
New Mexico	Yes	Yes	No	No	Yes	Yes	No	No
North Carolina	No	No	No*	No	No	No	No*	No
North Dakota	No	No	No	No	No	No	No	No
Ohio	No	No	No	No	No	No	No	No
Oklahoma	No	No	No	No	No	No	No	No
Oregon	No	No	No	No	No	No	No	No
Pennsylvania	Yes	Yes	No	No	Yes	Yes	No	No
Rhode Island	No	No	No	No	No	No	No	No
South Carolina	Yes	Yes	No	No	Yes	Yes	No	No
South Dakota	No	No	No*	No	No	No	No*	No
Tennessee	No	No	No	No	No	No	No	No
Texas	Yes	Yes	No	No	Yes	Yes	No	No
Utah	No	No	No	No	Yes	Yes	No	No
Vermont	No	No	No	No	No	No	No	No
Virginia	Yes	Yes	Yes	No	Yes	Yes	Yes	No
Washington	No	No	No	No	No	No	No	No
West Virginia	No	No	No	No	No	No	No	No
Wisconsin	Yes	No	No	No	Yes	No	No	No
Wyoming	No	No	No	No	No	No	No	No

*If a 3rd party payee is a licensed agent in DE, NC, NV or SD then the payee must be appointed prior to payment.

THE SAVINGS BANK MUTUAL LIFE INSURANCE COMPANY OF MASSACHUSETTS
PRODUCERS AGREEMENT
General Agency

This Producer Agreement (the "Agreement"), dated _____ (the "Effective Date") is by and between the Savings Bank Mutual Life Insurance Company of Massachusetts, a corporation duly organized under the laws of the Commonwealth of Massachusetts, with a usual place of business at One Linscott Road, Woburn, MA (the "Company" or "SBLI") and _____ located at _____ (the "Producer") and _____ located at _____ (the "General Agent").

The Producer is a: Corporation ☐ Partnership ☐ Individual ☐

I. Section One: Authorization, Duties & Limitations of Authority

- A. Authorization: The Company hereby appoints the Producer and the Producer accepts such appointment to submit applications and initial premiums for individual life insurance policies and annuity contracts issued by the Company, and for such other incidental purposes.
- B. Duties of the Producer: The Producer shall:
1. Comply with all applicable state licensing requirements.
 2. Solicit and promptly transmit applications for policies to be issued by the Company;
 3. Render services to policyholders and beneficiaries of policies as required by the Company;
 4. Remit promptly to the Company, for credit only against the proper account, any and all monies or securities received by the Producer as full or partial payment of premiums, bills, accounts, charges and other items of any nature whatsoever, and until such monies and securities are remitted, hold them in trust for the benefit of the Company. The Producer may not offset compensation or other amounts owed to Producer against any premiums held in trust for the benefit of the Company;
 5. Promptly forward to the Company all information which comes into the Producer's possession concerning the underwriting of any risk whether such information bears favorably or unfavorably on such underwriting;
 6. Maintain proper records and accounts of business transacted under this Agreement, in such manner and form as may be required by the Company, which records shall be the property of the Company, whether or not paid for by the Company; and make such records and accounts available to the Company, with reasonable notice, during all business hours;
 7. Allow the Company, its representatives and accountants to conduct at any time, with prior written notice, whatever audit of Producer's books and records the Company deems necessary with respect to the business transacted by Producer under this Agreement;
 8. Comply with the continuing education requirements for insurance agents and brokers under applicable law;
 9. Generally endeavor to promote the interests of the Company as contemplated by this Agreement and conduct oneself so as not to affect adversely the business or reputation of the Company;
 10. Comply with all rules, procedures and regulations of the Company;
 11. Receive compensation for services hereunder in accordance with the Supplemental Agreement attached hereto. The company reserves the right to alter or amend the compensation formula after thirty days written notice;
 12. Notify the Company of any consumer complaint, regulatory investigation, disciplinary action, judicial proceeding and the like involving you or any of your sub-producers, if any, with respect to the marketing or sale of the Company's products, or any activity in connection therewith;
 13. Keep regular and accurate accounts of all transactions under its appointment in a format approved by the Company.
- C. Limitations of the Producer's Authority: Producer shall not have authority to, nor shall Producer represent having such authority to do, any of the following:
1. Hold oneself out as an employee, partner, joint venturer or associate of the Company;

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2. Hold oneself out as an agent or broker of the Company in any other manner, or for any other purpose, than is specifically prescribed in this Agreement;
3. Alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, illustrations, receipts, contracts, questions, statements or answers on any application of insurance of the Company in any respect;
4. Collect any premiums or payments on behalf of the Company whatsoever, except initial premiums or additional annuity contributions;
5. Bind the Company on any application for, or policy of, insurance, unless provided for in a conditional receipt authorized by the company;
6. Guarantee any premiums, interest rates, or dividends or any provision unless guaranteed in a policy;
7. Incur any debts or liability for or against the Company.

II. Section Two: Compensation

- A. Commissions: The Producer agrees to receive compensation for services at a rate based on the schedule attached hereto. All commissions earned and chargebacks will be based upon only sales completed after the date of this Agreement. The total commissions earned will be paid to the Producer on a monthly basis. Charge backs will be paid by the Producer to the Company on a monthly basis.
- B. Forfeiture: If at any time Producer engages in the conduct described below, Producer will forfeit the right to all commissions from and after that time, and all commissions will become the Company's property:
 1. Withhold or misappropriate any money or other property belonging to the Company;
 2. Subject the Company to liability due to Producer's misfeasance or malfeasance;
 3. Commit an act of fraud or embezzlement;
 4. Fail to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction over this Agreement;
 5. Fail to conform to the rules and regulations of the Company;
 6. Engage in conduct that is grounds for suspension, revocation or termination of Producer's insurance license;
 7. Without the Company's prior written consent, induce or try to induce any agent appointed by the Company to end his/her relationship with the Company;
 8. Fail to pay any indebtedness to the Company on demand;
 9. Systematically replace the Company's policies with other companies' policies.
- C. Refunds: Should the Company for any reason refund any premium on any policy subject to this agreement, Producer shall repay, on demand, any commission received on that premium.

III. Section Three: Debts

If the Producer, or the Producer's assignee(s), owes money to the Company or any of its affiliates at any time for any reason:

1. Any amounts (including commissions) that the Producer or Producer's assignee(s) must repay to the Company or any of its affiliates are debts that are due and payable upon demand;
2. Interest may accrue and be payable on any debt beginning on the date of the event that creates the obligation of payment;
3. Interest shall be at the rate of 12% per annum (or such lesser rate which is the maximum rate permitted by law) and the Company may also charge Producer costs and reasonable fees (including attorney's fees) if the debt is referred to a third party for collection;

THE SAVINGS BANK MUTUAL LIFE INSURANCE COMPANY OF MASSACHUSETTS
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4. Any amounts that the Producer or the Producer's assignees owes to the Company, or any of its affiliates, are and shall be secured by first lien against any compensation that may be or become due or payable to the Producer or Producer's assignee(s), which first lien is hereby granted to the Company by the Producer and the lien hereby created shall not be extinguished by the termination of this Agreement;
5. Any amounts payable or that become payable to the Producer hereunder shall be subject to a lien and right of setoff for any debt from the Producer to the Company, or any of its affiliates, whether then existing, contingent or not yet matured, all in such amounts as the Company may reasonably determine;
6. Because the Producer's commission earnings act as security (under the previous paragraph) for any amounts that the Producer or Producer's assignee(s) owes to the Company, or any of its affiliates, the Producer agrees that with respect to any policies to which this Agreement relates, the Producer will not induce or try to induce the reduction or stoppage of premium flow, or the transfer of premiums (in whole or in part) to any other insurance company or to any other investment instrument, for so long as any amounts are owed to the Company, or any of its affiliates, by the Producer or any of Producer's assignee(s) (including after termination of this Agreement).
7. The Company may recover any amounts advanced to the Producer or the Producer's assignee(s) or any amounts paid on the Producer's behalf by the Company or its affiliates, or any amounts charged to Producer or Producer's assignee(s) under this Agreement from any commissions or other compensation due to the Producer from the Company but not yet paid. Additionally, the Company may recover from Producer, without first exhausting its remedies at law, any amounts owed to the Company by the Producer or Producer's assignee(s) under this Agreement.
8. Upon termination of this Agreement, the Producer must promptly pay, on demand, any debts owed by the Producer or Producer's assignee(s), including any chargebacks payable and remaining due, to the Company. Repayment is required even for chargebacks made on or after the termination of this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

IV. Section Four: Term & Termination

- A. Term: The term ("Term") of this Agreement shall begin on the Effective Date and shall continue until terminated in accordance with this section. However, Sections three (3), four (4), seven (7), eight (8), twelve (12), thirteen (13), and fourteen (14) will survive any termination of this Agreement.
- B. Voluntary Termination: The Agreement may be terminated at any time by either the Company or the Producer, with or without cause, by providing a notice of termination to the other party in accordance with Section 16 of this Agreement. Neither party shall commence suit against the other party for improper termination if proper prior written notice is provided.
- C. Automatic Termination: This Agreement terminates automatically:
 1. Upon the revocation, termination or nonrenewal of the Producer's license; or,
 2. Upon the dissolution of the Company or the disqualification of the Company to do business under any applicable laws.

V. Section Five: Territory

The Producer may solicit business and collect first premiums on behalf of the Company in any state in which both the Company and the producer are licensed to transact insurance business. The territory is not assigned exclusively to the producer.

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VI. Section Six: The Company's Right to Reject Applications and Cancel or Rescind Policies

The Company reserves the right, in its sole discretion and without liability to the Producer, to disapprove or reject any application submitted, to limit or restrict the amount or plan of any policy it shall issue, to require a higher premium than that applied for, to rescind any existing policy when appropriate, to alter or withdraw policies offered from time to time, and to introduce new policies.

VII. Section Seven: Marketing & Trademarks

The Producer shall obtain prior approval before the use of any advertising material, brochure, letters, illustrations or training manuals relative to the Company or its products. The Agency agrees to refrain from using the Company's logos or trademarks in any way without obtaining the Company's prior written consent.

VIII. Section Eight: Intellectual Property & Confidentiality

- A. Customer Lists: Producer acknowledges that the list of names and addresses of SBLI customers who purchase or have purchased SBLI policies or contracts through the Producer shall be owned fully and equally by both parties. The Company reserves the right to communicate directly with any of its customers produced by the Producer provided that, during the pendency of this Agreement, it shall not solicit the same, for additional coverage or other products or programs marketed by or offered by the Company without first obtaining the written approval of the Producer.
- B. Proprietary Information: All the information and materials provided by the Company to the Producer remain proprietary to the Company, including but not limited to contracts, origination credit schedules, administrative manuals and any other operations manuals. The Producer shall not disclose any such information or materials or use them except as may be required to carry out its obligations under this Agreement. All underwriting records, claim records, applications, claim forms and correspondence relative to the insurance provided under the Policy are the property of the Company. The Producer shall protect the confidentiality of all such documents and records. Any such material in the Producer's possession shall be promptly delivered to the Company on demand.
- C. Confidentiality: Except as authorized under this Agreement or by the Company, Producer shall not directly or indirectly use, disseminate, refer or reveal to any other party the contents of any customer files, any list(s) of SBLI policyholders or any other proprietary information as defined, either during the term of this Agreement or at any time after its termination.

IX. Section Nine: Replacement

Producer shall refrain from taking any action to induce any SBLI customer to terminate, reduce or replace any existing SBLI policy or contract unless after a suitability analysis you can demonstrate that the replacement is in the best economic interests of the customer. Any such analysis shall include a comparison of cost indices under model NAIC cost disclosure regulations and a rate of return analysis if whole life insurance is involved. Disclosure of a new contestable period and suicide clause, if applicable, shall also be included.

X. Section Ten: No Petition

The Company and the Producer acknowledge that injunctive relief to restrain any threatened or further violation of this Agreement is appropriate and necessary since there may be no adequate remedy at law to protect unique assets and property rights. The Producer may not commence or maintain any legal action against the Company during any time period when it has received premiums for Company coverage and has failed to remit the same to the Company.

**THE SAVINGS BANK MUTUAL LIFE INSURANCE COMPANY OF MASSACHUSETTS
PRODUCERS AGREEMENT
General Agency**

XI. Section Eleven: Assignment

The rights and responsibilities of the parties under this Agreement may not be assigned, delegated or assumed without express written mutual consent.

XII. Section Twelve: Governing Law and Venue

This Agreement is a Massachusetts contract and will be construed in accordance with the laws of the Commonwealth of Massachusetts. The parties acknowledge that this Agreement has a substantial legal nexus to Massachusetts and that any disputes arising hereunder or related hereto shall be exclusively resolved in the courts of Middlesex County Massachusetts or the Federal Courts in Suffolk County Massachusetts. The Producer hereby irrevocably waives any objection to the venue in such courts.

XIII. Section Thirteen: Conflict of Law

If any term or provision of this contract shall be found to be void or unenforceable under any applicable law, such finding shall have no effect upon any other term or provision of the agreement, which will be given full force and effect.

XIV. Section Fourteen: Indemnification

The Producer shall at all times indemnify and hold harmless the Company from any, losses, damages, claims, judgments, settlements, attorney's fees, expenses (including the Company's legal expenses) and liability, of any character, type or description, arising out of any negligence, gross negligence, malfeasance, errors or omissions by Producer or by any of Producer's officers, employees, agents, independent contractors and sub-producers, if any.

XV. Section Fifteen: Litigation

The Producer shall not initiate any litigation related to Company or Company's products in any dispute between itself and any applicant or policyholder of the Company without prior written consent of the Company.

XVI. Section Sixteen: Notice

All notices required under the terms and provisions of this Agreement shall be in writing, either delivered by hand or by mail and any such notice shall be effective when received at the address specified below and deemed given upon receipt by the designated recipient at the address provided below. A party may change the name or address of a designated recipient by giving written notice to the other party.

If to the Company: The Savings Bank Mutual Life Insurance Company of Massachusetts, P.O. Box 4048, One Linscott Road, Woburn, MA, 01801

If to the Producer: _____

XVII. Section Seventeen: Headings

The descriptive headings in this Agreement are for convenience of reference only and do not constitute a part of this Agreement.

XVIII. Section Eighteen: Waiver

No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the party making the waiver.

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PRODUCERS AGREEMENT
General Agency

XIX. Section Nineteen: Amendments

This Agreement may be subsequently amended only by a written instrument, executed by the President or a Vice President of the Company and the Producer. However, the Company may at any time unilaterally amend the schedule attached to this Agreement upon written notice to the Producer.

XX. Section Twenty: Errors & Omissions Coverage

At all times Producer shall obtain and maintain Errors & Omissions Professional Liability Insurance Coverage in compliance with the rules of the Company now in force and as may hereafter be revised or adopted. The Producer shall provide Company with evidence of all coverages herein upon demand.

XXI. Section Twenty One: Entire Agreement

This Agreement, including any attachments, constitutes the entire agreement between the parties and supersedes all prior agreements, representations and understandings of the parties.

IN WITNESS WHEREOF, this Agreement has been signed by the parties.

The Savings Bank Mutual Life Insurance Company of Massachusetts

By: _____ Date: _____

Producer

By: _____ Date: _____

General Agent

By: _____ Date: _____

Corporate Producer

By: _____ Date: _____



SBLI's Replacement Policy

SBLI does not encourage Producers to use the replacement of life insurance policies or annuity contracts as a marketing practice unless it specifically is to the benefit of the customer. All producers are responsible for knowing and are expected to comply with SBLI's replacement policies and guidelines in addition to any state regulations regarding replacement.

A replacement occurs when a customer cancels or lapses all or part of an existing life insurance policy or annuity contract in favor of a new one. When a customer uses or intends to use funds obtained by the withdrawal, surrender, or borrowing of values from an existing life insurance policy to pay all or part of a premium due on a new policy, it is a Financed Purchase Transaction and is treated as a replacement.

When a transaction meets this definition, the replacement question on the Application should be answered yes, the Producer Replacement Check List and Transmittal Form should be completed and the producer should be in compliance with all replacement requirements. An applicant should receive all information necessary to make a decision in his or her best interest, including complying with state requirements and reading the notice regarding replacement. **These new procedures apply when any applicant has an existing life insurance policy or annuity contract, whether or not they answer yes to the replacement question.**

All individualized sales materials, including illustrations or disclosure documents used in the transaction, as well as the applicable replacement form must be submitted to SBLI's home office with the application.

There are situations where there can be a "Good Replacement". A "Good Replacement" should have the following characteristics:

- It benefits the client in the short and long term with no adverse effect.
- The new policy is less expensive.
- No features or benefits are lost, such as lower death benefits, surrender charges, cash values or higher guaranteed interest rates.
- No loss of favorable tax benefits occurs.
- No loss of benefits provided by rider, such as guaranteed insurability or waiver of premium occurs.
- New contestability and suicide clauses are explained and are not of significance to the applicant.
- For some replacements, including surrenders and exchanges, the insured should be informed that the new policy will be credited with the time that has elapsed, under the old policy, relative to the suicide and incontestability period. This rule only applies up to the face amount of the old policy.

Compensation for internal replacements, surrenders and exchanges will be adjusted according to company guidelines.

I have read the above policy and will comply with all requirements.

Producer's Signature

Printed Name

Date



The Savings Bank Mutual Life Insurance Company of
Massachusetts P.O. Box 4048, Woburn, MA 01888
Telephone: (888) 224-7254 www.sbliagent.com

**Request for
Direct Deposit of Commissions**

Producer Name: _____

SBLI Producer No: ____ / ____

Account Name:* _____

Bank Name & Address: _____

ABA Routing Number: _____

Account Number: _____

Type of Bank Account: Checking: ____ Savings: ____

I (we) hereby authorize The Savings Bank Mutual Life Insurance Company of Massachusetts (SBLI) to initiate electronic credit entries for and or/deposit all commission payments for the above mentioned producer, as they become due, to my (our) account at the depository bank listed above. I (we) understand that this agreement shall remain in effect until SBLI has received written notice from me (or either of us) of its termination and has reasonable time and opportunity to act.

I (we) understand that if it shall be found that, as to any payment, the amount of which was deposited as herein provided, I (we) was not entitled thereto, I hereby authorize the said depository bank to refund the amount of any such payment to SBLI and to charge to the account listed above the amount of any sum so refunded.

Signature of Producer: _____

Date: _____

Signature of 2nd Depositor: _____

Date: _____

Complete and return this form to:

E-mail: Records@SBLI.com

Fax: (781) 994-4240

Mail: SBLI

P.O. Box 4048

Woburn, MA 01888

Be sure to include a voided check

→

John Doe 123 Main Street Any Town, State 00000	(A)	Date _____
Pay to the Order of		\$ _____
Bank Name	(B)	
For		_____
(C) 213424214		(D) 1234321421

A – Account Owner Name B – Financial Institution C – Bank Routing Number D – Account Number