



50 Derby Street
Hingham, MA 02043
800-322-6342
www.dmi.com

Standard Life of Indiana General Agent Licensing

1. Complete, sign and date the Senior General Agent Agreement
2. Complete, sign and date the Marketing Standards
3. Complete, sign and date the Field Conduct Guidelines
4. Complete sign and date the Personal Data Sheet
5. Attach copies of all state licenses you are requesting to be appointed in (include a corporate license if commissions are being assign to an agency)
6. Attach proof of **Errors and Omissions** coverage (include E&O coverage for agency if commissions are being assigned to an agency)
7. Return to dmi via fax 781-740-9778 or email to ccormican@dmi.com

If you have any questions regarding the completion of this paperwork, please call dmi at 1-800-322-6342

***All carriers now require you to complete an Anti-Money Laundering course prior to appointment.
Please send your certificate to dmi.**

THANK YOU!

Senior General Agent Agreement

THIS AGREEMENT, made on the _____ day of _____, 20____, between Standard Life Insurance Company of Indiana (“Standard”) and _____, (hereinafter “SGA”) its Senior General Agent.

SECTION 1. APPOINTMENT

Standard appoints SGA its independent agent, solely for the purpose of: (a) soliciting and procuring applications for annuity policies written by Standard; and (b) recommending qualified and responsible independent agents for appointment as such, hereinafter referred to as Appointees. The appointment of SGA as independent agent is not exclusive and shall not prohibit Standard from appointing other independent agents in any place, number or manner whatsoever.

SECTION 2. RELATIONSHIP

Nothing contained in the Agreement shall be construed to create the relationship of employer-employee, partners, joint venturers or (except as expressly provided herein) principal and agent, between Standard and SGA or SGA’s employees or Appointees. SGA’s relationship to Standard shall be only as an independent contractor. SGA shall be free to exercise independent judgment as to the time and manner of the performance of the acts authorized under this Agreement. Nothing in this Agreement shall create any contractual relationship between SGA and Standard, except that Standard may enforce the promises made by SGA for its benefits.

SECTION 3. LIMITATION OF AUTHORITY

SGA shall have no authority other than as specified in this Agreement. Specifically, and without limitation, SGA shall not make or alter any policy or contract forms or conditions contained therein or waive any of the provisions or conditions thereof; modify, alter or waive any of Standard’s rates or waive any forfeiture or incur any debt or liability for or against Standard; perform any act other than expressly granted herein, except as specifically authorized in writing by the Chief Marketing Officer or President of Standard; or enter into any legal proceedings in connection with any matter pertaining to our business without the prior written authorization of the Chief Marketing Officer or President of Standard. SGA shall not interpret or render opinions in any way, including, without limitation, offering tax or legal advice on any of Standard’s insurance policies, or Standard’s practices or procedures under any circumstances. All applications for insurance procured hereunder must be acceptable to Standard in its sole discretion and its right of acceptance or rejection shall be absolute and unrestricted. SGA shall be subject to such rules and regulations as may from time to time be issued by Standard, including without limitation, its Field Conduct Guidelines and Addendum to Agent Agreement, which are specifically incorporated herein, by reference.

SECTION 4. GENERAL PROVISIONS

- (a) All premiums shall be paid by check payable directly to Standard and shall be transmitted to Standard together with the application. SGA is not authorized to endorse or cash checks, drafts, money orders, or other financial instruments made payable to Standard, or which are otherwise intended by the policy applicant or policyholder to be paid to Standard. SGA shall insure that checks are written from policy applicant or policy holder accounts. If, notwithstanding the foregoing, premium funds come into the possession of SGA, they shall constitute trust funds,

shall not be commingled by SGA with his/her own assets and shall not be subject to any use by SGA.

- (b) SGA, will not, directly or indirectly, pay or allow any rebate of SGA commissions on any policy issued or proposed to be issued hereunder, nor offer any unlawful inducement to the sale or issuance of a policy.
- (c) SGA shall not be entitled to compensation with respect to any policy or contract which is rescinded or canceled by Standard for any reason including, without limitation, suitability, misrepresentation or misunderstanding. Any compensation paid to SGA on such policy or contract shall be immediately refunded to Standard. This paragraph 4(C) shall not apply to policies surrendered according to their terms except as provided in paragraph 13(b).
- (d) In case of impounding or holding in abeyance of premiums as a result of any court order or rule of any Insurance Department or other lawful authority, SGA's compensation shall remain in abeyance in the same manner and to the same extent as the premiums upon which such compensation is payable.
- (e) SGA will not permit the issuance or delivery of any policy requiring medical underwriting unless the applicant is in good health and has paid the first premium in cash or check.
- (f) SGA shall immediately deliver to Standard such proofs of loss or other evidence of any claim or complaint made or filed by the applicant insured, the beneficiary, or any other claimant.
- (g) SGA shall keep a true and correct record and keep books or accounts on all transactions arising out of this Agreement and shall preserve and hold all documents, correspondence and records of SGA as it deems necessary to cooperate and assist Standard in making any examination or inquiry with respect to such transactions. Standard shall have the right to obtain copies or inspect all such records, documents or correspondence maintained by SGA, the copying expenses for which are at SGA's cost.
- (h) In the event of termination of this Agreement, all Standard property in the custody of SGA shall be immediately returned to Standard on its demand.
- (i) All expenses, of whatever character, of SGA concerning SGA's performance hereunder shall be borne and paid for by SGA exclusively, without recourse to Standard.
- (j) SGA shall at all times keep itself, all employees and Appointees, if any, suitably licensed with all requisite government agencies at its own expense.

SECTION 5. ADVERTISING

SGA will not make, nor permit, issue, cause or tolerate any misrepresentation, misleading or incomplete comparisons among Standard's products, or between Standard's products and those of any other company, to be made by its appointees or employees, orally or by any circulars, advertising matter or literature. SGA will not permit or cause Standard's name to be used in any advertisement, circular or literature without prior written authorization of Standard. SGA shall not permit, issue, cause, or tolerate any misrepresentation or misleading statement in any advertising, nor shall SGA refer in any advertising to any provisions of Standard's products without the prior written consent of Standard.

SECTION 6. SGA COVENANTS

- (a) SGA shall endeavor to promote the business and interests of Standard as contemplated by this Agreement and shall so conduct itself as not to affect adversely the business, good standing or reputation of Standard.
- (b) Standard may prescribe the policies and premium rates for which applications may be solicited.
- (c) During the life of this agreement and for a period of two years following the termination of this agreement, whether such termination is voluntary or involuntary:
 - (i) Neither SGA nor any agent, employee, appointee, producer or anyone acting on behalf of such SGA, shall seek to induce any policyholder who held a policy issued by Standard

- Life during the life of this agreement, directly or indirectly, to seek or accept policies of another company in substitution or replacement, in whole or in part, of any policies written with Standard.
- (ii). Neither SGA nor any agent, employee, appointee, producer or anyone acting on behalf of such SGA, shall hire away employees of Standard or attempt to induce any Standard employee or agent to leave the employ of Standard.
 - (iii) Neither SGA nor any agent, employee, appointee, producer or anyone acting on behalf of such SGA shall make disparaging or false statements regarding Standard to any individual or entity.
- (d) SGA shall indemnify and save Standard harmless from any and all expenses, including attorney fees and costs, and damages resulting from a breach of this agreement and/or unauthorized acts or transactions by it, its appointees, employees, or other persons under its supervision.
 - (e) In the event of breach of this Agreement by SGA, its agents, employees, appointees, producers, or anyone acting on SGA's behalf, Standard shall be entitled in addition to any claim for damages (i) to obtain specific enforcement by way of injunctions (including temporary restraining orders, preliminary injunctions and/or a permanent injunction without first posting a bond.); (ii) to terminate SGA's entitlement to any future renewal commissions; and (iii) liquidated damages in the amount of 1/3rd of the gross amount of commissions paid to SGA during the last twelve (12) months prior to the breach of this Agreement by SGA.
 - (f) SGA acknowledges that in the course of its duties it will receive and utilize confidential, proprietary trade secret information regarding Standard and its business operations. Such information gives Standard a competitive advantage in the marketplace by not being generally known by the public and insurance industry and includes but is not limited to policyholder identities and lists, agent identities and lists, pricing and cost information, override schedules and any documents or computer stored information containing such information. SGA agrees that all such information shall be kept confidential and shall not be disclosed or utilized apart from the performance of SGA's duties under this agreement, both during the life of and subsequent to the termination of this agreement.

SECTION 7. PAYMENT AND OFFSET

- (a) SGA agrees to repay immediately upon request, all advances and debit balances that may from time to time be due to Standard, whether arising hereunder or in any other way. SGA shall be jointly and severally liable for all monies, advances, and debit balances including any such sums paid to SGA or to SGA's Appointees; and Standard reserves the right to charge interest on any such amounts due up to one (1%) percent per month.
- (b) To secure SGA's payment of any indebtedness to Standard, whether fixed or contingent, whether the indebtedness arose under this Agreement or otherwise, and whether the debt is liquidated, or not, Standard shall have a first lien upon all commission compensation accruing to SGA under this Agreement.
- (c) SGA acknowledges that any advances made by Standard constitute a personal indebtedness for which the SGA is personally responsible. Standard is not limited to offsetting commissions or compensation due SGA to satisfy such indebtedness or debit balance and may utilize any legally available means to enforce repayment of any advances made to SGA.

SECTION 8. ASSIGNMENT

No assignment of this Agreement or of any commission payable hereunder shall be valid without the prior written consent of Standard. Every assignment shall state that it shall be subject and subordinate to any indebtedness and obligation of SGA that may be due or become due to Standard, and that the assignee and its principals shall assume all of SGA's obligations to Standard hereunder.

SECTION 9. TERMINATION

This Agreement and any other agreements or arrangements (whether oral or in writing) between the parties (whether or not related to or arising out of this Agreement) may be terminated:

- (a) By any party upon ten (10) days prior written notice to the other party, without any cause whatsoever.
- (b) Immediately at the option of Standard: (I) if SGA, or one of the partners or principal officers thereof, should become bankrupt or insolvent, or if Standard reasonably believes based on acts or omissions undertaken by SGA that such bankruptcy or insolvency is imminent; (II) if SGA liquidates or dissolves, or begins the court process of liquidation or dissolution; (III) if SGA fails to comply with or perform any of the material terms or covenants of the Agreement or of the Field Conduct Guidelines or of the Addendum to Agent Agreement, and such failure is not cured within five (5) days of SGA's receipt of written notice by Standard; (IV) upon such conduct by SGA as the misappropriation of funds, malfeasance, fraud, violation of any criminal or insurance laws, failure to comply with any oral or written production requirements, or such conduct as would tend to degrade or disgrace Standard (V) upon your failure to be licensed to sell; or (VI) upon your death;

SECTION 10. GOVERNING LAW; CONSENT TO JURISDICTION

SGA shall abide by all of the laws and regulations, of any federal, state and city government, department or bureau having jurisdiction or supervision over insurance and the conduct of such business, including but not limited to the insurance laws and regulations of any jurisdiction in which SGA is duly licensed to do business as an insurance broker and/or is appointed as such by Standard. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to the principles of conflicts of laws thereof. The parties hereto irrevocably consent to the jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Indianapolis, Indiana, in connection with any dispute based on or arising out of or in connection with this Agreement.

SECTION 11. NO WAIVER OR ESTOPPEL

Forbearance, failure or neglect on the part of Standard to enforce any or all of the provisions of this Agreement shall not be construed as a waiver or estoppel of any of the rights or privileges of Standard. A waiver of past acts or circumstances shall not constitute or be deemed a course of conduct or waiver of subsequent acts or circumstances.

SECTION 12. PREVIOUS AGREEMENTS AND AMENDMENTS

Any and all prior agreements between the parties hereto with respect to Standard products are terminated and superseded by this Agreement. Standard shall not be bound by any promises, agreements or representations hereafter made unless same is made in writing and signed by either the Chief Marketing Officer or President of Standard. Standard may at any time amend this Agreement by sending written notice of such amendment to SGA.

SECTION 13. COMMISSIONS

- (a) Standard shall pay SGA commissions at the rate shown in Standard's SGA Commission Schedule in force as of the date of each sale of Standard's products by SGA or SGA's Appointees, as full compensation for SGA's services and expenses. Standard's Commission Schedule may be amended by Standard at any time at its sole option, which amendments shall be effective immediately. Any amendment to the Commission Schedule shall apply only to applications written after the effective date of the amendment. Commissions shall be paid with respect to premiums received in cash by Standard on applications procured by SGA or SGA's

appointees. Any commissions paid to SGA as a result of sales made by appointees shall be reduced by the amount of commission payable to such appointees.

- (b) If a policyholder timely exercises his/her "RIGHT TO EXAMINE AND RETURN PROVISION", and commissions have been paid to SGA for selling the returned policy, all such commissions will be returned to Standard immediately. SGA agrees that upon such an occurrence it will become immediately liable to repay to Standard such commissions and that Standard has the right to pursue any legal action to recover any such commissions from SGA. SGA agrees to reimburse Standard for costs Standard incurs, including reasonable attorney's fees, in any action by Standard to enforce SGA's obligations under this Agreement.
- (c) Standard reserves the right, in its sole discretion, to prescribe commissions differing from the above on changes of plan, replacements, reinstatements, or any new policy where a policy issued by Standard on the same life has been terminated or surrendered within one (1) year prior to the date of the application for the new policy.
- (d) Standard will cease paying trailer commissions, if any, upon the death of SGA.

SECTION 14. APPOINTEE RECRUITMENT

No recommendation or application for appointment or contract of any independent agent recruited by SGA shall become effective until approved by Standard at its Home Office.

SECTION 15. DELIVERY OF POLICY

Every policy shall be delivered within twenty (20) days from the date said policy was issued by Standard's Home Office. Any policy not delivered within that period of time shall be returned to Standard upon the expiration of the twenty day period; and as to commissions for said policy, the policy shall be treated as if the policyholder had timely exercised his/her "RIGHT TO EXAMINE AND RETURN PROVISION" pursuant to section 13(b) above.

SECTION 16. COMMISSION FORFEITURE

If, at any time SGA endeavors to induce an independent agent of Standard to discontinue his/her contract with Standard, or Standard's policyholders to relinquish their policies, SGA shall forfeit any and all commissions that SGA might otherwise have received under any and all contracts with Standard. In the event of such commission forfeiture, Standard preserves any and all additional claims it may have against SGA.

SECTION 17. DISCONTINUANCE

Without any liability to SGA, its employees and Appointees, Standard may, at its sole discretion, discontinue writing business at any time, in any territory, or discontinue and/or withdraw any policy form or rider, in any or all states in which Standard is licensed.

SECTION 18. PRIVACY NOTICE

SGA agrees to keep the financial or other personal information concerning policyholders confidential in accordance with all state and federal privacy laws and shall not use such information to obtain any financial benefit or award, including for the purpose of inducing said policyholder to discontinue his/her policy with Standard or to otherwise replace said policy with a product from another company.

SECTION 19. SUITABILITY

In recommending to any applicant or prospective consumer, including senior consumers (defined as persons age 65 or older) an annuity product, SGA shall have reasonable grounds to believe that the Standard product offered to said applicant/consumer is suitable to his/her insurance or financial needs, based upon the facts disclosed to SGA by the applicant/consumer. Prior to the execution of an annuity transaction by the applicant/consumer as may be recommended by the SGA, SGA shall make all reasonable efforts to obtain, document and retain documentation of information concerning the applicant's/consumer's: (1) financial status; (2) tax status; (3) financial or investment objectives; and (4) such other information as is reasonably considered by the SGA in making any annuity recommendation to the applicant/consumer. In the event that the applicant/consumer refuses to provide such relevant information to SGA, fails to provide accurate information to SGA, or otherwise decides to enter into an annuity transaction that is not recommended by SGA, SGA agrees to document such circumstances in writing and provide said documentation to Standard along with the annuity application.

SECTION 20. EMAIL ADDRESS AND FACSIMILIE NUMBER

By signing this Agreement, I hereby authorize Standard to send unlimited emails and faxes to my accounts specified in the personal data sheet attached to this Agreement.

SECTION 21. SEVERABILITY

Any term or provision of this Agreement which is invalid or unenforceable in jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, that provision shall be interpreted to be only so broad as is enforceable.

SECTION 22. HEADINGS

The headings in this Agreement are for reference only, and shall not affect in any way the meaning or interpretation of this Agreement.

CREDIT REPORT NOTICE

As part of our agent selection procedure, we may request that a report be made by a consumer credit agency, which may supply us with information about SGA from its files, from public records and from credit investigations. Standard will provide additional detailed information concerning the investigation, if one is made, to SGA after receiving a written request from SGA. Should a report have an adverse effect on our appointment decision, we will notify SGA in writing and identify the reporting agency with which SGA may discuss the matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

X _____
Print Name of Senior General Agent

X _____ Signature of Senior General Agent

ACCEPTED: _____ DATE
AGENT: _____
Company Use Only

SL 830 SGA

I hereby certify that I have investigated the character, insurance license record, and business standing of the applicant named above, and have also examined the license application and I have satisfied myself that he/she is qualified to act in the capacity as my Appointee and will uphold the Field Conduct Guidelines and Agreement Addendum.

X _____
Regional General Agent II (or recruiting GA) Signature

Date

Agent Number

**STATEMENT OF CUSTOMER FOCUSED
MARKETING STANDARDS**

I realize that it is important for each sales and marketing representative of Standard Life Insurance Company (the company) to understand and adhere to the following statement, which will promote the highest quality of sales and marketing standards for our customers, the company and myself.

Therefore, I agree to:

Abide by and conform to all provisions of the laws and regulations in the jurisdictions in which I do business.

Always place the best interest of my customers above my own direct or indirect interest.

Determine that any replacement of a life insurance or financial product must be beneficial for the customer.

Make full and adequate disclosures of all facts necessary for my customers to make informed decisions.

Maintain a high standard of professional competence and give the best possible advice to my customers by seeking to maintain and improve my professional knowledge, skills and competence.

Agent Name: _____

Signature: _____

Date _____

FOR HOME OFFICE USE ONLY

By: _____

Title: _____

Date: _____

Field Conduct Guidelines

Licensing and Registration

All representatives must be properly licensed in all states where applications are solicited. This includes solicitation by mail or telephone.

It is the representative's responsibility to ensure that all applicable licensing requirements are satisfied and current. Representatives must also have errors and omissions insurance coverage satisfactory to the Company.

Completion of Documents and Contract Administration

Applications and customer service documents must contain only the original signatures of the applicants, insured, and owners. No representative or his employees or delegates may sign on behalf of any applicant, insured or owner.

All documents must contain full disclosure and accurate information. Company documents shall not be signed in blank. They must be complete in their entirety prior to signing by the customer.

Alteration or changes to applications or other service documents require the customer's original initials.

It is imperative that the identity of the representative soliciting the application be accurately disclosed on the application.

The customer's address shall not be changed to an address controlled by a Company representative.

Customer information should not be disclosed to unauthorized third parties.

Handling of Customer Funds

Funds collected on behalf of the Company are received in trust and shall be submitted immediately. Commingling of customer and agent funds is strictly prohibited. All premiums after the initial premium are to be submitted directly to the home office.

Representatives are expected to maintain adequate records and procedures to assure proper handling of customer funds.

Representatives are prohibited from rebating and advancing premiums in violation of the laws of any jurisdiction in which they are licensed.

Policy/Contract Delivery

All policies and contracts must be promptly delivered to customers.

Representatives are *required* to use policy delivery receipts in designated states. Policy delivery receipts, *must* be signed and dated by the policy owner at the time of delivery, and promptly returned to the Company.

Representation and Disclosure

Representatives shall not make a misstatement to a customer, the company, to anyone with an interest in a policy or contract or to an insurance department or other regulatory authority. A misstatement includes a statement that is false, is so incomplete as to be misleading or is said in a context that makes it misleading.

Representatives shall fully disclose to the insured, prospective insured, policy owner or the Company, *all* relevant information regarding a Company policy.

Representatives shall not make any representations, promises or warrants regarding policy benefits or values not specifically stated in the policy contract or rider.

Representatives shall not make any statements, warrants or guarantees regarding the future values of any interest-sensitive products.

Representatives shall give their full and complete cooperation in responding to policy owner complaints or inquiries and shall promptly respond, in writing, when requested by the Company.

Advertising

Representatives are responsible for knowing all laws and regulations and standards relating to the marketing of life and health insurance products in states where they are licensed.

The Company *must* approve all sales literature and advertising for the Company products prior to use.

Policy Illustrations

If illustrations or other sales materials are used, a copy of all such materials must be left with the applicant at the time the sales presentation is made when requested by the applicant or if required by state law or regulation. Note: The replacement regulations of most states require copies of all sales materials be left with the applicant at the time of presentation.

Illustrations should use only factors and assumptions relevant to the particular insurance policy shown. If a policy is issued other than applied for, a new illustration using the same assumptions, as the policy actually issued, in the form of a contract summary, will be provided.

Any time an illustration is used, the complete illustration must be provided to the policy owner, including pages containing footnotes, disclosures, and guarantees. Explanatory notes and disclosures may not be modified or removed.

Representatives shall not use interest rates greater than current experience. It is recommended applicants be shown illustrations run with interest rates lower than current experience together with the standard current interest rates.

Representatives should always be certain the customer understands the nature of the product he or she is purchasing.

Policy Replacement

Replacement regulations vary from state to state. However, representatives should be aware of the general definition of replacement provided by the National Association of Insurance Commissioners:

Application questions must be answered in accordance with state replacement regulations.

It is the representative's responsibility to know, understand and comply with state regulations where he or she does business.

Agent's Signature

Agent's Name Printed

Date

FCG 2006

Representatives shall disclose to the applicant or policy owner all material information about a proposed policy or contract, or a policy or contract that is being replaced.

Representatives shall not replace policies with the Company or other companies where replacement is not in the best interest of the policy owner.

Non-Compliance

Non-compliance with these Field Conduct Guidelines may result in termination and possibly, termination for cause.

Management will review questionable sales conduct. The Company seeks to ensure that customer complaints and related problems or issues involving sales representatives are dealt with promptly, effectively and consistently.

The acts or omissions described above do not constitute an exclusive list of the reasons for terminating contracts for cause.

General Agent's Signature

General Agent's Name Printed

Date

PERSONAL DATA SHEET



This is a request for the appointment of:
(PLEASE PRINT OR TYPE)

1. Name _____

2. Commissions Payable to:

() Individual

() Business _____

3. Business Address (Street Address)

_____ Telephone No: _____

Fax No: _____

EMAIL Address: _____

4. Residence Address (Street Address)

Telephone No: _____

5. Mailing Address (Street or P. O. Box):

6. County in which you live _____

County of business _____

7. Date of Birth _____

Place of Birth _____

8. Tax I.D. No. _____

9. Social Security No. _____

10. How long at present address? _____

11. Companies that you currently represent:

12. License No. _____

Resident State _____ (include copy)

13. Non-Resident License Number(s) and State(s)

Number _____ State _____

Number _____ State _____

14. Check which license you are currently holding:

- Life Only Life & Disability
 Property & Casualty NASD

15. Have you ever had a license under another Name?

- No Yes _____

16. You are now doing business as a(n):

- Individual Partnership Corp.

17. Corporations & Partnerships only:

List full name and Social Security number of each individual authorized to sign applications:

18. Have you ever filed for bankruptcy?

- No Yes

19. Have you ever received or do you anticipate receiving any disciplinary action from any insurance department? No Yes

20. Have you completed Anti-Money Laundering training pursuant to US Treasury Bank Secrecy Act regulations? No Yes

Provider of Training

Date

Attach copy of Certification of AML Training.

21. How much premium do you expect to produce for Standard Life during your first year?

22. Premium projections will be achieved through:

- Personal Production Sub-Agents
 Personal Production and Sub-Agents

23. I acknowledge reading the "Fair Credit Reporting Act Notice".

X _____

PDS2005