

GENERAL AGENT 2 CONTRACT AGREEMENT



Equitable & You
... Committed To Caring

Products you are interested in marketing and would like supplies mailed to you: *(plan availability varies by state)*

- ☐ Medicare Supplement
- ☐ Senior Life
- ☐ Hospital Indemnity

- ☐ Short Stay Nursing Home
- ☐ Cancer Plan

ACKNOWLEDGEMENT

I understand that as part of the Company's procedures for processing my application or evaluating me for contract and licensing purposes, an investigative report can be made where information can be obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom I'm acquainted. This inquiry includes information as to my character, business reputation and financial stability, whichever may be applicable. I have the right to make a written request within a reasonable period for a complete disclosure of information concerning the nature and scope of the investigation. My signature below operates to release from all liability and responsibility those parties supplying information to the Company and I authorize the Company to use this information where its legal interest and/or obligations are involved. Further, I acknowledge that I have no objection to the Company's investigating any of these facts and agree to indemnify and hold the Company harmless against any liability which may result in conducting such investigation.

The Company may also request a consumer credit report for contract and licensing purposes from a consumer credit reporting agency. If I wish the credit reporting agency to send me a free copy of both this consumer credit report and any investigative report sent to the Company I have checked the following box: ☐

I understand that this application will form a part of my contract with Equitable Life & Casualty and the information is accurate and true to the best of my knowledge. I further understand that if any material information given in this application is found to be incorrect or incomplete, it will be grounds for termination of my contract at the sole discretion of the Company. **New business applications may not be written until you have received notification that your contract has been approved and, if by law, your appointment is registered with the state insurance department.**

Agent Signature: _____ **Date:** _____

GENERAL AGENT AGREEMENT

This Agreement is made this _____ day of _____, 20____ [Leave blank. "Effective Date," to be assigned by the Company] between **EQUITABLE LIFE & CASUALTY INSURANCE COMPANY** of Salt Lake City, Utah, called "the Company", and _____ Your Name _____ of _____ City, State _____, d/b/a _____ Agency Name _____ called, the "General Agent", as an independent contractor.

The word "policy" or "policies" in this Agreement means those insurance contracts that, at the Company's discretion, are authorized in writing for sale by or through the General Agent.

Jurisdiction

The General Agent is contracted and appointed for the purpose of soliciting and transacting the business of insurance, under the provisions of this Agreement, on a non-exclusive basis within the following state(s): _____, working exclusively under and subject to _____ MGA Name _____, d/b/a _____ MGA Agency _____.

Authority

The General Agent is authorized to train, supervise and place General Agents and Agents under contract for the Company (known as "Affiliated Agents" in this Agreement), subject to the Company's approval, and to have Affiliated Agents properly licensed for the Company. Nothing in this Agreement shall be construed to create the relationship of employer-employee between the Company and the General Agent or any Affiliated Agent. The General Agent may exercise independent judgment as to the time, place and manner in which business is performed under this Agreement. The Company may issue directives or bulletins respecting the conduct of business, but will not interfere with freedom of action of the General Agent.

Limitation of Authority

The General Agent has no authority to obligate the Company in any manner outside the authority granted in this Agreement. The General Agent has no authority to alter, modify, waive or change any of the rates, terms or conditions of the Company's insurance policies. The General Agent is limited to collect only initial first year premium on any policy forms, except by written consent from the Company. If such consent is given, commission compensation on advanced premiums shall be paid on an earned premium basis only.

The Company has the right to reject applications for insurance without specifying a reason. The Company has the right to withdraw any policy form from any State. This provision does not alter the relationship of the parties as provided in the "Authority" Section of this Agreement.

Compensation

The Company allows the General Agent, subject to the conditions of this Agreement, as compensation for all services performed and expenses incurred, first year commission compensation and renewal commission compensation on premiums paid to the Company on policies sold by the General Agent upon applications bearing the name of the General Agent. First year and renewal commission compensation will be paid at rates disclosed in any schedule attached to and made a part of this Agreement.

The Company may allow the General Agent additional compensation, at rates disclosed in this Agreement or any Addendum to it, for training and supervision of Affiliated Agents developed directly by the General Agent. In consideration of such additional compensation, the General Agent agrees to bear ultimate responsibility for the proper training, supervision and activities of each Affiliated Agent developed directly by the General Agent while each Affiliated Agent is under contract with the Company.

Life Insurance Compensation

The Company will pay a first year and subsequent renewal commission compensation for premiums collected for Life Insurance policies as set forth on schedules attached to and made a part of this Agreement. Commission compensation shall not be paid on premiums waived or commuted by reason of death, disability, or the exercise of the policy benefits or options, including nonforfeiture provisions.

Accident and Health Insurance Compensation

The Company will pay first year and subsequent renewal commission compensation for premiums collected for Accident and Health Insurance policies as set forth on schedules Insurance attached to and made Compensation a part of this Agreement.

Vesting of Compensation	The General Agent has an immediate vested interest in renewal commission compensation payable under this Agreement.
Compensation to Surviving Spouse	In the event of the General Agent's death, compensation payable and not subject to offset under this Surviving Spouse Agreement will be paid either to the General Agent's spouse, if living, to the estate of the General Agent, or as designated in writing by the General Agent.
Compensation Among Agents	If the General Agent and any General Agent or Agent of the Company jointly secure an application for the Company, the commission compensation for that business shall be divided proportionally as rights appear in their respective agreements with the Company, or as agreed between the parties.
Compensation for Conversion Policies	Commission compensation payable for conversion of one policy form to another is not covered by this Agreement and may be quoted by the Company on applications received by the Company, or as established in writing by the Company.
Premium Collection and Remittance	All funds received by the General Agent on behalf of the Company are the property of the Company and shall be forwarded immediately to the Company. Personal use of Company funds is not permitted. Company funds may not be held in or transferred through personal accounts of any kind.
Assignment of Compensation	<p>No assignment of commissions payable under this Agreement is valid or binding without the prior written consent of the Company. All renewal commission compensation payable to the General Agent shall be paid directly to the General Agent unless assigned by the General Agent with the written consent of the Company.</p> <p>If the General Agent assigns compensation under this Agreement and litigation ensues which names the Company as a party defendant, the General Agent shall hold the Company harmless and reimburse the Company for attorneys fees incurred by the Company in defense of such litigation.</p>
Offsets or Debits	The General Agent shall repay to the Company, upon demand, all commission compensation received, or premiums collected, or evidence of indebtedness representing the same, taken on applications procured by the General Agent or Affiliated Agents on policies not issued by the Company, declined by the applicant, or cancelled or rescinded by the Company. The Company may offset against the General Agent's compensation any advances and interest thereon, or debts and interest thereon, which are due or may become due to the Company from the General Agent under this or any prior Agreement, or any note or obligation. Such offset right shall be a first lien prior to any other claim against compensation due the General Agent under this or any prior Agreement.
Conditions for Nonpayment of Compensation	<p>Renewal commission compensation will be paid to the General Agent except:</p> <ul style="list-style-type: none"> • If this Agreement is terminated by the Company for conversion of Company funds, fraud or theft caused by the General Agent; • If the General Agent for any reasons, directly or indirectly, induces any policyowner to relinquish or terminate any policy with the Company; • If the General Agent for any reasons, directly or indirectly, induces any General Agent or Agent contracted and appointed with the Company to terminate their association with the Company; • If the General Agent submits checks or drafts to the Company which are dishonored or are otherwise nonnegotiable due to insufficient funds; • If the General Agent has their insurance license suspended or revoked, or has any regulatory disciplinary action taken upon a finding that the General Agent engaged in a deceptive act or business practice under state or federal law; or • If the General Agent provides any false or fraudulent information on the application for this Agreement.

In the event that the General Agent violates any of these provisions, all commission compensation and other compensation that might otherwise be due and payable to the General Agent will become nonpayable at the option of the Company and upon written notice to the General Agent, in addition to any other legal remedies available to the Company.

In the event the renewal commission compensation payable to General Agent falls below a total of \$300 for any six (6) consecutive month period, it will be the option of the Company, in its sole discretion, to make renewal commission compensation nonpayable to the General Agent.

Effect of Termination	On termination of this Agreement, commission compensation shall not be paid on policies reinstated 61 days or more after the due date of any unpaid premium unless the application for Reinstatement is secured solely by the General Agent or authorized representatives of the General Agent.
Statement of Account	Each month the Company will furnish, without charge to the General Agent, a statement of account of the General Agent showing business done by the General Agent and any Affiliated Agents for the preceding month. The General Agent shall furnish all Affiliated Agents a copy of their statement of account and shall pay the compensation due them. In the event of a dispute pertaining to compensation payable between General Agent and any affiliated Agent affected by this Agreement, the General Agent agrees to hold the Company harmless in all matters of litigation and settlement, including attorney fees and costs.
Ultimate Responsibility	The General Agent is responsible to the Company for any indebtedness to the Company created by the General Agent or any Affiliated Agents. Such indebtedness is a lien against the General Agent's compensation, subject to offset by the Company, and the Company may charge interest, at a rate to be determined by the Company, on indebtedness which remains unpaid after 30 days.
Company Directives	The General Agent shall conform to directives or bulletins issued by the Company.
Advertising	Any form of advertising, as defined by insurance law or regulation, must be approved by the Company prior to use. Advertising used without approval will be grounds for termination of this Agreement.
Bond	Upon request of the Company, the General Agent shall provide an indemnity bond.
Amendments or Modifications	Upon mutual consent, any provision of this Agreement may be amended. Consent shall not be required when provisions of this Agreement are required to be modified or amended under State or Federal law or regulation. The Company shall not be bound by any promise, agreement, understanding or representation unless in writing and signed by an officer of the Company with such authority.
Termination	<p>This Agreement may be terminated by either party by written notice mailed to the other party's last known address. In case of termination of this Agreement the Company shall not be held liable for damages by reason of said termination.</p> <p>In the event this Agreement is terminated, Affiliated Agents developed by General Agent shall be free to have the right to negotiate and contract with the Company without restriction.</p>
Prior Agreements	This Agreement supercedes all prior Agreements relating to solicitation of insurance between the parties.

Construction and Interpretation	The parties agree this Agreement shall be construed and interpreted concerning its validity, performance or effect under the laws of the State of Utah.
Dispute Resolution	<p>The parties agree that any action instituted under this Agreement shall be brought and tried in courts of competent jurisdiction in Salt Lake County, Utah, exclusively. If the Company is caused to defend this Agreement in any jurisdiction other than Salt Lake County, Utah, the Company shall be entitled to reimbursement of reasonable attorney fees and costs. In the event of a dispute between the General Agent and the Company pertaining to compensation payable under this Agreement, the Company shall be entitled to reimbursement of reasonable attorney fees and costs.</p> <p>The parties further agree to accept Service of Process of any action instituted under this Agreement by certified mail, return receipt requested, or through the office of the Commissioner of Insurance in any state where the parties are licensed or authorized to do business unless prohibited by law.</p>
Compliance	Forbearance or neglect on the part of the Company to insist upon compliance by the General Agent with any provision of this Agreement or the directives or bulletins of the Company shall not constitute a waiver of compliance.
Severability	If any provision of this Agreement violates any statute, law or regulation such provision shall be inoperative to the extent of the violation with the remainder of this Agreement remaining effective and enforceable.
HIPAA Business Associate Agreement ("HIPAA Addendum")	The parties agree that the attached HIPAA Addendum is incorporated into and becomes a part of this Agreement. Notwithstanding anything herein to the contrary, Company may unilaterally amend the HIPAA Addendum at its discretion to comply with regulatory or other requirements and will thereafter distribute a revised HIPAA Addendum to the General Agent with an effective date for the revision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date stated herein.

EQUITABLE LIFE & CASUALTY
INSURANCE COMPANY

General Agent Signature

by: _____
Authorized Company Officer

Managing General Agent Signature

by: _____
Authorized Agency Representative

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

BACKGROUND INVESTIGATION CONSENT

I, _____, hereby authorize Equitable Life & Casualty and/or its agents to make an independent investigation of my background, references, character, past employment, education, credit history, criminal or police records, including those maintained by both public and private organizations and all public records for the purpose of confirming the information contained on my Application and/or obtaining other information which may be material to my qualifications for contracting now and, if applicable, during the tenure of my appointment with Equitable Life & Casualty.

I release Equitable Life & Casualty and/or its agents and any persons or entity, which provides information pursuant to this authorization form, any and all liabilities, claims or lawsuits in regard to the information obtained from any and all of the above referenced sources used.

As part of the background investigation referenced above I understand that Equitable Life & Casualty utilizes the services of Debit-Check.com to investigate if a debit balance exists with any other insurance company with whom I have or have had a contract and/or appointment. I understand the information compiled by Debit-Check.com comes from companies that subscribe to their service, and those companies are solely responsible for the accuracy of the information provided. I further understand that data supplied to Debit-Check.com is added or deleted on an ongoing basis and is accurate only as of the specific date and time processed. In association with the background investigation referenced above I hereby authorize Equitable Life & Casualty to proceed with a Debit-Check.com search.

The following is my true and complete legal name and all information contained herein is true and correct to the best of my knowledge:

Agent Signature

Date

- - -
Social Security Number*

Date of Birth*

*NOTE: The above information is required for identification purposes only, and is in no manner used as qualifications for employment. Equitable Life & Casualty is an Equal Opportunity Employer, and does not discriminate on the basis of Sex, Race, Religion, Age (40 and over), Handicap or National Origin.

Equitable Life and Casualty

*In which states are you licensed and wish to be appointed? **(2 State Maximum)**

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Alabama (\$30.00) | <input type="checkbox"/> Kansas (\$5.00) | <input type="checkbox"/> New Hampshire (\$25.00) | <input type="checkbox"/> Tennessee (\$15.00) |
| <input type="checkbox"/> Arizona (\$0.00) | <input type="checkbox"/> Kentucky (\$50.00) | <input type="checkbox"/> New Mexico (\$20.00) | <input type="checkbox"/> Texas (\$10.00) |
| <input type="checkbox"/> Arkansas (\$0.00) | <input type="checkbox"/> Louisiana (\$20.00) | <input type="checkbox"/> North Carolina** (\$10.00) | <input type="checkbox"/> Utah (\$0.00) |
| <input type="checkbox"/> Colorado (\$0.00) | <input type="checkbox"/> Maine (\$70.00) | <input type="checkbox"/> North Dakota (\$10.00) | <input type="checkbox"/> Vermont (\$60.00) |
| <input type="checkbox"/> Connecticut (\$80.00) | <input type="checkbox"/> Maryland (\$0.00) | <input type="checkbox"/> Ohio** (\$0.00) | <input type="checkbox"/> Virginia (\$12.00) |
| <input type="checkbox"/> Delaware (\$25.00) | <input type="checkbox"/> Michigan (\$5.00) | <input type="checkbox"/> Oklahoma (\$30.00) | <input type="checkbox"/> Washington (\$20.00) |
| <input type="checkbox"/> Georgia (\$20.00) | <input type="checkbox"/> Mississippi (\$25.00) | <input type="checkbox"/> Oregon(\$ 0.00) | <input type="checkbox"/> West Virginia (\$ 25.00) |
| <input type="checkbox"/> Idaho (\$0.00) | <input type="checkbox"/> Missouri (\$0.00) | <input type="checkbox"/> Pennsylvania (\$15.00) | <input type="checkbox"/> Wisconsin (\$50.00) |
| <input type="checkbox"/> Illinois (\$0.00) | <input type="checkbox"/> Montana (\$0.00) | <input type="checkbox"/> Rhode Island (\$0.00) | <input type="checkbox"/> Wyoming (\$ 15.00) |
| <input type="checkbox"/> Indiana (\$0.00) | <input type="checkbox"/> Nebraska (\$8.00) | <input type="checkbox"/> South Carolina (\$0.00) | |
| <input type="checkbox"/> Iowa (\$0.00) | <input type="checkbox"/> Nevada (\$15.00) | <input type="checkbox"/> South Dakota (\$20.00) | |

**Fees determined by products selected.

How did you hear about Equitable? _____

Please Explain _____

State Appointment Fees		
State	Appointment Type	Amount
Total:		

The total amount of _____ will be electronically transferred from your checking account ending in _____ at _____ as a one-time payment for appointment fees.

Upon appointment, I _____, hereby authorize Equitable to debit the _____ Above account as a one-time payment of appointment fees in the amount of _____

To authorize, sign your full name below and check the box.

☐ I Agree

THIS FORM IS REQUIRED: Equitable ONLY pays commissions on Electronic Funds Transfer!

**Request
Electronic Funds Transfer (EFT)
(Direct Deposit)**

AGENCY INFORMATION	BANK INFORMATION
Agent Name	Name
Address	Address
City State Zip	City State Zip
Phone ()	Phone ()
E-mail address:	ABA Routing #:
	Account #
	<input type="checkbox"/> Checking <input type="checkbox"/> Savings

(Please attach a voided check here; please **do not** attach a deposit slip.)

I hereby authorize Equitable Life & Casualty Insurance Company to initiate credit entries to my bank account. I understand that this authorization will allow Equitable Life & Casualty Insurance Company to debit the above account if funds are credited erroneously to this account. This authority is to remain in effect until revoked by me in writing and until Equitable Life & Casualty Insurance Company actually receives such notice of termination. All commission accounts within Equitable Life & Casualty Insurance Company will be included in this request unless specified otherwise.

Agent Signature: _____ **Date:** _____

Signature: _____ Date: _____

(Must be signed by all parties if joint/multiple account.)

Please allow up to 10 days for your first EFT to commence. A check will be mailed to you until your EFT program begins.

Approved By: _____ **Date:** _____

Authorized Agency Representative



Equitable Life & Casualty Insurance Company
3 Triad Center • Salt Lake City • Utah 84180-1200

COMMISSION ADVANCE ADDENDUM

This Commission Advance Addendum (Addendum) is made part of the General Agent Agreement.

General Agent has a General Agent Agreement with Equitable Life & Casualty (Equitable) for transacting the business of insurance and Equitable is willing to advance the payment of all or a portion of First Year commission compensation, as agreed upon, on selected policy forms; therefore, for good and valuable consideration, the parties agree as follows:

Subject to the conditions contained herein, Equitable will advance all or a portion of First Year commission compensation, as agreed upon, to General Agent when General Agent has sold and Equitable has issued any of Equitable's policy form(s) except Medicare Supplement policies issued to persons under the age of 64 ½.

Any First Year commission compensation advance is subject to each of the following:

1. The maximum First Year commission compensation advance on any applicable insurance policy is limited to no more than \$2500.00; and
2. No First Year commission compensation advance is payable on any applicable insurance policy sold by General Agent and issued to General Agent or to an immediate family member of General Agent; for purposes of this Addendum, an immediate family member shall mean General Agent's spouse, father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, grandson or granddaughter.
3. For Medicare Supplement applications on **Missouri** applicants dated April 28, 2011 and after, advance First Year commission compensation is not payable on Medicare Supplement replacement sales. When an Equitable Medicare Supplement policy will replace (a) an in-force Medicare Supplement policy issued by Equitable or another company, or (b) replaces a Medicare Advantage plan, First Year commission compensation will not be advanced and all commissions will be paid on an "as earned" basis.

Advanced commission compensation is an indebtedness of General Agent until the advance balance is fully recovered by Equitable. Advance balances are recovered as commissions are earned on a policy-by-policy basis. The advance balance of a policy that is cancelled, lapses or is terminated before the advance is fully recovered will be charged back immediately. Repayment of advanced commission compensation shall be with interest accrued at the rate of one-percent (1%), compounded monthly, on the outstanding balance.

If Equitable cannot recover the advance balance from General Agent and such balance exceeds \$50 or more for three (3) consecutive months, Equitable may offset the advance balance against any commission or override compensation owed to the upline of General Agent, if applicable. This right of offset against the upline General Agent, if applicable, shall survive termination of this Addendum.

Either party may terminate this Addendum upon ten (10) days written notice without terminating the General Agent Agreement. Upon termination of this Addendum, the outstanding advance balance shall be immediately due and owing by General Agent.

All other terms and conditions of the General Agent Agreement shall remain in full force and effect.

Equitable reserves the right to modify the terms of this Addendum upon ten (10) days written notice.

Done this ____ day of _____, 2_____.

Equitable Life & Casualty Insurance Company By: _____
[General Agent] [Writing #]

By: _____ By: _____
[Authorized Agency Representative] [Managing General Agent]

HIPAA Business Associate Agreement ("HIPAA Addendum")

Pursuant to established guidelines, Equitable Life & Casualty Insurance Company ("Equitable" or "Company") adheres to the requirements of the Health Insurance Portability and Accountability Act (HIPAA) and the privacy regulations promulgated under it. The Company has dedicated its resources to ensure compliance as a "covered entity" under HIPAA by designating a Director and Officer of the Company as its Privacy Officer, whose responsibilities range from Company compliance operations to periodic reporting to the Board of Directors; and,

Pursuant to established guidelines, the Company continues to adhere to the requirements of the Gramm-Leach-Bliley Act (GLBA) and the regulations promulgated under it. Customers of the Company receive an annual notice of Equitable's privacy policy, while new customers are advised of the Company's privacy policy upon their disclosure of protected information. Both established and new Equitable customers retain the right to either "opt-in" or "opt-out" of Company communications or affiliated product offerings, consistent with state prerequisites. Therefore, in accordance with this Addendum:

WHEREAS, a change in Equitable's continued policy of protecting the privacy rights of our customers is mandated under federal law, now requiring Equitable to create and maintain a written privacy policy under the guidance of a Privacy Officer;

AND WHEREAS, it is Equitable's commitment that such a privacy policy be one which is dedicated to preserving each customer's right of privacy in the non-public personal and protected health information authorized to be collected and used by us;

AND WHEREAS, federal laws, namely HIPAA and GLBA, along with certain state laws, and the regulations adopted to implement those laws, require the formal establishment of a "privacy policy" with safeguards that protect against unauthorized disclosure of protected customer information;

AND WHEREAS, consistent with Equitable's commitment to the protection of a customer's, personal, financial and health information within the Company's possession is the federal mandate that a Business Associate adhere to the established privacy policy of the Company when dealing with Equitable customers;

AND WHEREAS, federal law deems our contracted agents to be Business Associates of Equitable under our privacy policy;

THEREFORE, in consideration of your continued representation of Equitable under your Agreement with the Company, and further as a Business Associate of the Company, IT IS AGREED AND UNDERSTOOD AS FOLLOWS:

1. As a Business Associate of Equitable you agree to comply with the terms and conditions of the established privacy policy of the Company when dealing with an Equitable customer. For purposes of this Addendum, an "Equitable customer" includes a policyowner, past or present, including an insured spouse of a policyowner, or any person who provides to you that person's non-public personal or health information protected under state or federal law and which is intended for disclosure to the Company.
2. As a Business Associate of Equitable you agree to protect and safeguard the non-public protected personal and health information of an Equitable customer from unauthorized disclosure to any other person, entity or organization unless authorized by the customer or by law.
3. As a Business Associate of Equitable you agree that any protected personal or health information of an Equitable customer within your possession is prohibited from use by you or any other person, entity or organization, directly or indirectly, for marketing purposes unless so authorized in writing by the cust.
4. A violation by you of this agreement may result in disciplinary action against you, including but not limited to termination of your Agreement to represent Equitable and, at the option of the Company upon written notice to you, making your commission compensation non-payable to you; additionally, you may be subject to federal penalties upon your violation of the Company's privacy policy.
5. Equitable is not liable in any way for your violation of the Company's privacy policy, and you agree to hold the Company harmless in any action taken against the Company based upon your violation of Equitable's privacy policy or HIPAA privacy regulations, including reimbursement to the Company for attorney fees and costs attendant with Equitable's defense costs.
6. This Addendum is effective with the date of your Agreement and shall be a part of your Agreement with the Company and shall survive and be in effect upon termination of your Agreement.

HITECH Amendment to the HIPAA Business Associate Agreement

Pursuant to the American Recovery and Reinvestment Act of 2009 (ARRA) enacted February 17, 2009, there is federal law that amends the Health Insurance Portability and Accountability Act of 1996 (HIPAA), known as the Health Information Technology for Economic and Clinical Health Act (the HITECH Act);

Whereas, Equitable Life & Casualty Insurance Company (Equitable or Company), is a covered entity under HIPAA and is required to ensure that its HIPAA Business Associates (BAs) comply with the HITECH Act;

Whereas, since Equitable appointed agents are considered Business Associates and there is a Business Associate Agreement attached to and made a part of, each Equitable Agency Agreement, the HIPAA Business Associate Agreement is amended as set forth herein (the HITECH Amendment);

Therefore, in consideration of Business Associate's continued representation as an authorized Agent of Equitable and further as a Business Associate of the Company, IT IS AGREED AND UNDERSTOOD AS FOLLOWS:

1. Business Associate acknowledges that Business Associate is directly subject to the privacy requirements of HIPAA, as amended by the ARRA, and agrees to comply with all applicable provisions including the HITECH Act.
2. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that Business Associate creates, receives, maintains, or transmits on behalf of Equitable as required by title 45, Code of Federal Regulations (CFR), Section 164.308, "Administrative safeguards," Section 164.310, "Physical safeguards," and Section 164.312, "Technical safeguards."
3. Business Associate will ensure that its agents, including any subcontractor, to whom Business Associate provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to protect it.
4. Business Associate will immediately report to the Equitable Privacy Officer any security incident, as defined in 45 CFR § 164.304, of which Business Associate becomes aware.
5. Business Associate will report to the Equitable Privacy Officer any breach of unsecured protected health information as set forth in 45 CFR § 164.410, "Notification by a business associate." Business Associate will:
 - a. Notify Equitable's Privacy Officer about the breach as soon as soon as reasonably possible but no later than ten (10) days after the Business Associate knows, or reasonably should know, that there has been a breach.
 - b. Fully cooperate with Equitable in providing all information reasonably requested about the breach including without limitation the names of all policyowners affected. Within thirty (30) days of the breach, Business Associate will provide Equitable's Privacy Officer a written explanation about the breach including Business Associate's corrective action that it has taken.
 - c. At Business Associate's expense, take all corrective action required by law or by Equitable to mitigate any harm resulting from the breach.
 - d. Be responsible for all costs or expenses incurred by Equitable in mitigating any harm resulting from the breach or in sending any written notices required by federal or state law.
6. The HITECH Amendment is effective February 17, 2010 or the effective date of the Business Associate Agreement, whichever is later.
7. The HITECH Amendment is incorporated into and becomes a part of, the HIPAA Business Associate Agreement. All other terms and conditions of the HIPAA Business Associate Agreement remain in full force and effect. Notwithstanding anything herein to the contrary, Equitable may unilaterally amend the HIPAA Business Associate Agreement including this HITECH Amendment at its discretion to comply with regulatory or other requirements and will thereafter distribute a revised HIPAA Business Associate Agreement or further Amendment with an effective date for the revision.



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Equitable & You

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I, _____, agent writing number, _____, do not want
advancing from Equitable Life and Casualty Insurance Company.

Agent Signature _____

Agent Print Name _____

Date _____