



LICENSE INFORMATION FORM

TO BE COMPLETED BY APPLICANT (Please type or print)

Name* _____
*Exactly as it appears on license

Corporate Name (if applicable) _____

Business Address _____
Number/Street Suite #

City _____ State _____ Zip _____

Residence Address (Individual only) _____
Number/Street Apt. #

City _____ State _____ Zip _____ County _____

Previous Residence Address (5 Years) _____

City _____ State _____ Zip _____ County _____

Address to be used for mailing purposes? Business Residence
 Publicity? Yes No Daytime Telephone () _____
 Required: Social Security # _____ or Employer ID # _____
 Date of birth / / Place of birth _____
 Sex M F Current Age _____ City _____ State (or Country) _____
 Fax Number () _____ E-mail Address (Required) _____

1. Are you presently licensed to write insurance? Yes (submit copy of current license)
 No (Omit questions 3 and 4)

2. For what lines have you taken the exam? Life A&H Casualty Variable Other

3. List all states in which you are currently licensed and indicate line (Please attach additional sheet as needed.)

State: _____ Lines: Life A&H Variable License # _____ Exp. Date _____
 State: _____ Lines: Life A&H Variable License # _____ Exp. Date _____
 State: _____ Lines: Life A&H Variable License # _____ Exp. Date _____
 State: _____ Lines: Life A&H Variable License # _____ Exp. Date _____

4. In what capacity are you presently engaged in the insurance business? (Check all that apply)

General Agent Career Agent Supervisor Property and Casualty Ins. Agent
 Independent None Registered Representative NASD Manager
 Broker/Dealer Name _____

5. Name of principal Company or Agency: _____ Location (City) _____

6. You must have in force life agent's errors and omissions insurance.
 You **must** provide proof of coverage.

Insurer: _____

7. Have you taken LIMRA's Anti-Money Laundering Training Program within the last 12 months?
 Yes If yes, enter completion date _____. Note: Within 30 days of contracting, you must re-enter the on-line training site and complete Security Mutual's supplementary AML training element.
 No If no, you must complete LIMRA's Anti-Money Laundering Training Program, both the core and supplementary elements, within 30 days of contract date.

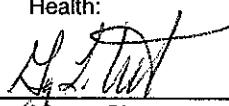


8. BUSINESS EXPERIENCE: Start with most recent employment. Give full particulars for 10 years back, if possible, leaving no gaps in record. May be continued on a separate sheet.

MO/YR	Name and Address of Employer (Give Street, City, County and State)	Nature of Your Work		
			Reason for Leaving:	
From			Starting Ann. Inc. Salary:	Final Ann. Inc. Salary:
To		Name of your Immediate Supervisor:	Comm.:	Comm.:
			Reason for Leaving:	
From			Starting Ann. Inc. Salary:	Final Ann. Inc. Salary:
To		Name of your Immediate Supervisor:	Comm.:	Comm.:
			Reason for Leaving:	
From			Starting Ann. Inc. Salary:	Final Ann. Inc. Salary:
To		Name of your Immediate Supervisor:	Comm.:	Comm.:

9. Each of the following questions must be answered. If answered yes, a full explanation must accompany this application:	Yes	No
A. Are you now, or have you ever been:		
1. short or in arrears in your accounts in any position or office?		
2. suspended or dismissed, or asked to resign from any position?		
3. bankrupt, insolvent or compounded with creditors?		
4. arrested, summoned, or arraigned in a criminal court?		
B. Will you be engaged in any other business or employment besides this?		
C. Are there now or have there been any judgments or suits pending against you?		
D. Has there been any unfavorable incident in the past through which your honesty might be questioned?		
E. Has any Surety Company ever refused to issue or continue any bond on your behalf?		
F. Have you ever been convicted of any felony?		
G. Have you ever had a sentence imposed or suspended, or had pronouncement of a sentence suspended, or been pardoned for conviction, or pleaded guilty or nolo contendere, with respect to any felony, or misdemeanor involving dishonesty or breach of trust or embezzlement, theft, larceny, or mail fraud, or violation of any securities law or any insurance law?		
H. Have you been the subject of any disciplinary proceeding of any federal or state regulatory agency?		
10. Do you agree to immediately notify the company in the event that any change of circumstance causes any response to "9" above to be incorrect at that time?		
11. State number of years you were a full time life agent with nominal or no management duties: _____ years		
12. State number of years you have served as a General Agent and/or Manager: _____ years; in second line management: _____ years		
✓ Date	✓ Agent Signature	

To Be Completed by The General Agent:

<input type="checkbox"/> Life	<input type="checkbox"/> A&H	Application attached. \$ _____ examination fee enclosed. (for unqualified applicant)
What companies have been getting substantially all of his/her business:		
Life:	Health:	
✓	✓ 	
Date	General Agent Signature	



SECURITY MUTUAL LIFE
INSURANCE COMPANY OF NEW YORK
 SECURITY MUTUAL BUILDING • 100 COURT ST.
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 607-723-3551 • www.smlny.com

BROKER CONTRACT

THIS CONTRACT is made and entered into at Binghamton, New York, by and between SECURITY MUTUAL LIFE INSURANCE COMPANY OF NEW YORK (the "Company") and

_____ (Type or Print Name)

(the "Broker").

The provisions hereinafter set forth on pages 1 through 6 hereof and any additional pages, schedules or agreements authorized by the Company for attachment hereto, are hereby made a part of this Broker Contract (the "Contract").

This Contract shall supersede all previous contracts between the parties regarding the matters addressed herein.


This Contract is executed by the parties to be effective _____ (To be filled in by the Home Office)

SECURITY MUTUAL LIFE INSURANCE
 COMPANY OF NEW YORK

_____ Date Signed

By: _____ Vice President

_____ Date Signed

By:  _____
 (Signature of Broker or Authorized Officer)

 Broker (Print or Type Name)

Title: _____

I recommend this Broker.



 General Agent

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) ▶ Exempt payee
 Other (see instructions) ▶

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,

SECTION I. GENERAL PROVISIONS

- A. **POLICY.** The term "policy" means any insurance, annuity or other policy or contract issued by the Company (collectively "policies").
- B. **RELATIONSHIP.** The relationship between the Broker and the Company, in the performance of all acts, will be that of independent contractor, and nothing in this Contract shall be construed as creating the relationship of employer and employee between the Company and the Broker, or any employee or agent of the Broker. The Broker shall be solely responsible for paying all federal, state and local income and self-employment taxes attributable to the income received by the Broker hereunder, as well as the timely and correct reporting, withholding, and paying of all taxes.
- C. **AUTHORITY.** The Broker is authorized to solicit and procure applications for policies and to submit such applications through the General Agent appointed for such purpose by the Company in accordance with the terms of this Contract and the rules of the Company.
- D. **LIMITATION OF AUTHORITY.** The Broker has no authority except that which is expressly set forth herein and no authority may be implied from the authority expressly granted. The Broker has no authority to collect or receive premiums or other monies in connection with any policy or application except by check made payable to the Company and except as set forth in Section I.E.7. The Broker shall immediately transmit to the Company all such premiums or other monies which are collected or received by the Broker. The Broker shall account for all such premiums or other monies in accordance with the rules of the Company. Pending such transmission, all such premiums or other monies shall be held as trust funds and shall not be used as an offset against any commissions or monies due or claimed to be due from the Company and shall not be used for any other purpose.
- E. **ADDITIONAL LIMITATION OF AUTHORITY.** In particular, but not in limitation of the foregoing, the Broker shall not, and has no authority to, and shall not authorize anyone to:
1. make, alter, vary, reinstate or discharge any policy; or
 2. waive any of the terms or conditions of any policy; or
 3. deliver any policy except in accordance with any conditions specified by the Company, and except upon payment of the first premium required for such policy, and except during the lifetime of the person or persons proposed for such policy and while such person or persons continue to be acceptable for such policy under the underwriting requirements of the Company; or
 4. solicit any application in any jurisdiction in which the Broker is not then licensed to solicit such application, or in which the Company is not then licensed to transact such business; or
 5. contract or incur any debt, obligation or liability in the name of the Company, or for which the Company shall be responsible; or
 6. bring any lawsuit in the name of the Company or against the owner of any policy without the written approval of the President of the Company; or
 7. collect any premium or other monies due the Company except by check made payable to the Company (i) for the initial premium on policies that are sent to the Broker for delivery, or (ii) for the deposit premium on group insurance policies, or (iii) in accordance with the Company's Temporary Insurance Receipt or Conditional Insurance Receipt duly executed relative to a policy application in accordance with the rules of the Company; or
 8. extend the time for payment of any policy premium, receive any overdue premium, extend any credit for the payment of any premium, waive any forfeiture or guarantee dividends; or
 9. make any misrepresentation or incomplete comparisons for the purpose of inducing the purchase, conversion, lapse, forfeiture, or surrender of any insurance; or

10. in any manner advertise or permit advertisement or produce, distribute or use sales material of any nature regarding the Company or any policies without prior written approval of the Company; or
 11. alter any form prescribed or provided by the Company, including, but not limited to, contract and application forms, specimen documents, proposal materials or any other form which the Company may make available in printed or electronic form; or
 12. outsource any responsibilities under this Contract without the prior approval of the Company; or
 13. represent that he or she is an agent of the Company for duties not covered by this Contract.
- F. INDEMNIFICATION. The Broker agrees to indemnify and hold harmless the Company and its officers, directors, employees, General Agents, and affiliates from and against any and all damages, losses, claims, actions, lawsuits, liabilities, costs or expenses, of any nature, arising from or related to any act or failure to act on the part of the Broker, or any agent or employee of the Broker. This provision shall survive the termination of this Contract.
- G. FORBEARANCE NOT A WAIVER. No act of forbearance or failure to insist upon the prompt or strict performance by the Broker of any of the terms or conditions of this Contract, either express or implied, shall be construed as a waiver by the Company of any rights hereunder.
- H. AMENDMENT. No oral agreement or representation concerning this Contract or the Broker's relationship to the Company shall be binding on the Company. Except as provided in Section II.C, any amendment of this Contract shall be reduced to writing and signed by the President or a Vice President of the Company.
- I. RECORDS AND DOCUMENTS. AUDIT. Any proprietary information of the Company, including, but not limited to, all policy and application forms, rate books, manuals, books of account, or other records, forms, documents, software or supplies furnished by or required to be kept by the Company shall be used solely with respect to the Broker's performance under the terms of this Contract, and shall be delivered by the Broker to the Company at any time upon the Company's demand, and in any event, returned to the Company upon termination of this Contract. The Broker shall keep thorough and correct records and keep books or accounts on all transactions related to this Contract. All records or books maintained by the Broker concerning the Company's business shall be open to inspection and audit by the Company or its representatives at all times.
- J. COMPLIANCE. The Broker shall abide by and comply with all licensing requirements and all of the laws, rules and regulations of any federal, state, city or other government department, agency or bureau having jurisdiction or supervision over insurance and the conduct of such business or any phases thereof.
- K. ADVERTISING. The Broker will not make or permit any agent of or any person employed by the Broker to make any misrepresentation, misleading statement or incomplete comparison concerning any policy, either orally or by any circular, advertisement, brochure, document or literature of any kind; nor will the Broker permit or cause the Company's name, service mark, or logo to be used in any advertisement, letterhead, business card, circular, brochure, document or literature of any kind without the Company's prior written approval for each use.
- L. ERRORS AND OMISSIONS INSURANCE. The Broker shall obtain, at the Broker's expense, satisfactory errors and omissions insurance in such amounts as is appropriate for the Broker's business, or as the Company may otherwise require, and shall provide appropriate evidence of such coverage to the Company upon the Company's request. The Broker shall review such coverage at least annually and update such coverage as is necessary. At any time the Broker's errors and omissions policy is canceled,

the Broker is required to notify the Company as soon as possible and such cancellation may, at the Company's discretion, cause immediate termination of this Contract.

- M. **GUARANTEE.** In the event the Broker is a corporation or partnership, each officer or partner thereof hereby jointly and severally guarantees to the Company the full and faithful performance and discharge of all the duties, responsibilities, conditions, obligations, liabilities, and indebtedness of the Broker under this Contract and waives notice of any breach in the performance of this Contract on the part of the Broker. This provision shall survive the termination of this Contract.
- N. **COMPLAINTS.** The Broker shall promptly notify the Company in writing of any customer complaint or notice of regulatory investigation it receives which may involve the Company.
- O. **PRIOR CONTRACTS.** Execution of this Contract by the parties shall terminate the authority of the Broker to act under any prior contract with the Company, and this Contract shall supersede any prior contract between the Broker and the Company with respect to policies issued on applications procured on or after the effective date of this Contract.
- P. **CONFIDENTIALITY AND SECURITY.** The Broker is prohibited from disclosing or using any information the Company provides to the Broker, or that the Broker obtains on the Company's behalf, including but in no way limited to any information concerning any applicant, insured, policyholder or beneficiary, other than in the ordinary course of business to carry out the purposes for which the Company disclosed the information to the Broker or for which the Broker obtained the information on the Company's behalf.

The Broker is required to implement administrative, technical and physical safeguards for the protection of the security, confidentiality and integrity of customer records and information. These procedures must be reasonably designed to: 1) ensure the security and confidentiality of customer records and information; 2) protect against any anticipated threats or hazards to the security or integrity of such records or information; and 3) protect against unauthorized access to or use of such records or information.

This provision shall survive the termination of this Contract.

- Q. **CONSTRUCTION AND INTERPRETATION.** This Contract shall be construed, interpreted and enforced according to the laws of New York State. Any lawsuit or proceeding relating to this Contract or the enforcement thereof shall be brought in the County of Broome, State of New York.

SECTION II. COMPENSATION

- A. **PAYMENT.** Compensation shall consist of commissions and service fees which shall be payable by the Company to the Broker pursuant to the terms and conditions of this Contract on premiums credited on the books of the Company for policies issued by the Company on applications procured by the Broker on or after the effective date of this Contract, provided such policies are issued while this Contract is in force. Except as otherwise noted in the Schedule of Group Insurance Compensation, commissions are vested. Service fees are not vested; no service fees shall be payable after termination of this Contract.
- B. **REWRITTEN, REINSTATED OR REPLACED POLICIES. POLICY CHANGES.** The payment of any compensation shall be determined by the rules of the Company whenever: (i) a policy is rewritten for any purpose or if such policy is reinstated; or (ii) any new policy, in the judgement of the Company, replaces any existing policy issued by the Company; or (iii) any change is made in the terms or conditions of a policy, including, but not limited to, a change in the premium rate.

- C. **REVISION OF SCHEDULE.** The Company may at any time, upon thirty-one (31) days' written notice to the Broker, revise in whole or in part the Schedule of Broker Compensation. Any such revision of the Schedule shall apply only to policies issued after the date such revision is effective; provided, that any revision of the rate of service fees shall apply to any premiums credited on the books of the Company on or after the date such revision is effective.
- D. **RETURN OF PREMIUM - CHARGEBACK.** If the Company shall for any reason return any premium paid on any policy, the amount of any compensation paid to the Broker on such premium shall be charged back to the Broker or repaid to the Company on the Company's demand. The amount of any compensation paid on any policy shall also be charged back to the Broker or repaid to the Company on demand in the event any costs, losses, liabilities, damages, claims or expenses are incurred or sustained by the Company related to the Broker's conduct with respect to such policy or any complaint relative thereto. The Company may decline any application for any policy, or refund premiums, without liability to the Broker. This provision shall survive the termination of this Contract.
- E. **INDEBTEDNESS - RIGHT OF OFFSET.** The Company may at any time hold and retain all compensation, or other monies otherwise payable to the Broker, or the executors, administrators or assigns of the Broker, and apply such compensation or other monies against any indebtedness of the Broker to the Company, including but not limited to, any costs, losses, liabilities, damages, claims, or expenses incurred or sustained by the Company related to the Broker's conduct or any complaint relative thereto. Satisfaction of any such indebtedness due from the Broker shall be a condition precedent to the payment by the Company of any compensation or other monies. The Company is hereby given a first lien on any and all compensation or other monies accruing under this Contract as security for any indebtedness of the Broker to the Company. The Broker authorizes the Company to file a financing statement or other documents to perfect a security interest in such compensation or other monies. In the event of litigation by the Company to collect any indebtedness or other obligation of the Broker, the Company shall be entitled to its costs and reasonable attorneys' fees to enforce its rights hereunder. This provision shall survive the termination of this Contract.
- F. **ASSIGNMENT.** No assignment of any compensation or other rights under this Contract shall be effective without the written consent of the Company; provided, however, that unless such consent shall specifically so state, the Company's rights of chargebacks or offset shall not be thereby waived or released.

SECTION III. TERMINATION

- A. This Contract shall terminate in the event of any of the following:
1. Delivery of written notice of termination by either party to the other. The effective date of termination shall be at least thirty-one (31) days after the date such notice is delivered personally or is mailed by one party to the other. Neither in the notice of termination nor at any other time shall the party terminating the Contract be required to give any reason for termination, it being thus agreed by the parties that this Contract may be terminated at will by the other, with or without cause.
 2. The death of the Broker as of the date of death, or if the Broker is a corporation, the dissolution of the corporation as of the date of dissolution.

3. The Company may terminate this Contract immediately, without notice:
 - a. if the Broker shall (i) withhold or convert for use by or for the benefit of the Broker, or others, any monies, securities, policies, or receipts belonging to the Company or owner or beneficiary of any policy, (ii) commit any dishonest, fraudulent or unlawful act, or (iii) otherwise violate any of the terms and conditions of this Contract or the rules of the Company; or
 - b. if the Company, in its sole discretion, shall determine that its interests require immediate termination; or
 - c. if the Broker's license is revoked or suspended by the insurance department of any jurisdiction.

If the Company terminates this Contract pursuant to Section III.A.3., the Company may cease payment of all compensation or other monies, any provision of this Contract to the contrary notwithstanding.

- B. In the event of the death of the Broker, any compensation then due, or any compensation thereafter payable under this Contract, shall be payable to the Broker's estate.
- C. If the Broker shall, without the consent of the Company, induce the owner of a policy to lapse, replace, surrender or terminate any policy, or shall fail to comply with any applicable state replacement statutes or regulations, or make any misrepresentation or incomplete comparison for the purpose of inducing any policyholder to convert, lapse, forfeit or surrender any insurance, the Company may determine that this Contract is automatically terminated and that no further compensation shall be payable, any provision in this Contract to the contrary notwithstanding.
- D. The Company shall have no liability to the Broker for any special, consequential, incidental or indirect damages, interest or attorneys fees.
- E. Upon any termination of this Contract, the Broker shall pay all sums due the Company and immediately return to the Company at the Broker's expense all Company materials, including, but not limited to, rate books, software, forms, documents, and supplies. The Broker will not keep copies or excerpts of Company materials, those materials being deemed the Company's sole and exclusive property.