

The following are requirements for you to become contracted as an agent with **The Standard Insurance Company** of Portland, Oregon.

1. Producer Sales Contract (5 pages) - completed and signed.
2. Designation of Broker's Revocable Payee.
3. Copy of your Current State Insurance License.
4. Copy of E & O Insurance.
5. Complete the Required NAIC Product Training. Use the link below for the training material. There will be a submission form upon completion:  
[http://www.standard.com/annuities/combined\\_product\\_training.html](http://www.standard.com/annuities/combined_product_training.html)

**Submit the above requirements along with your first application.**

**DO NOT submit contracting forms without an annuity application!**

<b>Send All Forms to:</b>
<b>THE FISHER AGENCY, INC. 13140 COIT ROAD #102 DALLAS, TX 75240-5797</b>
<b>972-238-1450 • 800-822-1450 • FAX: 972-680-0562 DANNY@MRANNUITY.COM • WWW.MRANNUITY.COM</b>

**NOTE: This is a "fillable" form. Tab to move to the next field. Print when you have completed all fields and answered all questions. Alternatively, you may print the form now and type or handwrite the form. Sign, date and either FAX or mail in the form.**

Individual Applicant (or Principal if contracting as a Business)		Business Entity	
INDIVIDUAL APPLICANT'S NAME		BUSINESS ENTITY NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH (mm-dd-yyyy)	TAX ID FOR BUSINESS ENTITY	STATE OF DOMICILE
INDIVIDUAL'S E-MAIL ADDRESS (Required)	HOME TELEPHONE	OFFICE TELEPHONE	FAX NUMBER
INDIVIDUAL'S RESIDENCE STREET ADDRESS (Required for Appointment)		BUSINESS MAILING ADDRESS (to which all mail is to be sent) (If PO Box, also include street address)	
CITY	STATE	ZIP	CITY STATE ZIP

**Compensation**

**Payee shall be the:**  Individual Applicant named above.  Business Entity named above.

Payee shall be paid by Standard Insurance Company (Standard, We, Us, Our) for the performance by the Individual Applicant of duties of the Producer (You, Your) under this Producer Sales Contract (Contract):

**If Payee is a Business Entity**, the Individual Applicant acknowledges that the Individual Applicant shall receive no compensation from Standard; and confirms that the Individual Applicant has entered into a separate agreement with the Business Entity named above, and will look to said Business Entity for any and all compensation related to Standard products.

The Individual Applicant  is  is not the principal party of the Business Entity named above.

The Individual Applicant  will  will not be soliciting applications for Standard Products.

*(If Business Entity is already contracted, skip the remainder of this section and the Payee's Substitute W-9 Certification.)*

**Reporting:** Twice each month in which there is commission activity,

We will e-mail a commission statement to the Payee's e-mail address:

You agree to notify Standard of any changes to the Payee's e-mail address.

PAYEE'S E-MAIL ADDRESS (if different from above)

**Direct Deposit:** All compensation will be electronically deposited (EFT) in the account designated below unless Payee is already contracted with Standard.

*(NOTE: Confirmation time from Payee's financial institution may require mailing the initial commission check(s).)*

NAME OF FINANCIAL INSTITUTION FOR DEPOSIT	ACCOUNT NUMBER	<i>Send a voided check or photocopy.</i>

By Your signature on the Contract, You request and authorize Standard to initiate electronic deposit credit entries to the above account. You agree to notify Standard as soon as reasonably possible of any changes to the account designated. Such notification shall allow Standard and the Financial Institution sufficient time to act on the change notification. You shall make any such change notification in writing or on the Producers Online Web site.

**Applicant's Disclosure Notice (Required)**

I authorize all persons and entities to release all written and verbal information about me to Standard Insurance Company. I release and agree to hold each harmless from all liability and responsibility for doing so.

I specifically understand and authorize the procurement of an investigative consumer credit report and understand that in all likelihood it will contain information about my background, mode of living, character, general reputation, and personal characteristics. I further understand that upon written request I will be given a list of all the areas which will be researched and included in the investigative report into my background.

I have read and understand the Summary of My Rights Under the Fair Credit Reporting Act that was provided to me by Standard Insurance Company.

This authorization, in original or copy form, is valid now or at any time in the future. I agree with all the provisions shown in this disclosure form and have been provided a copy of this document.

X

SIGNATURE OF APPLICANT

DATE SIGNED

**Applicant's Declaration (Required)**

I affirm that the information I provide in this application packet is true and complete, including my answers to the following questions.

- 1. Has any insurer ever paid out a claim on your behalf related to liability in the performance of your professional insurance services or has any demand of indebtedness been made against you as a result of any insurance transaction or business? .....  Yes  No
- 2. Have you ever been named as a party to any lawsuit involving allegations of misrepresentation, fraud, theft, misappropriation of funds, or breach of fiduciary duty? .....  Yes  No
- 3. Have you ever had an insurance sales contract or an insurance appointment terminated for any alleged misconduct, or has any state or federal regulatory agency ever denied, suspended or revoked your professional license, or fined, penalized, or otherwise disciplined you by restricting your occupational activities? .....  Yes  No
- 4. Have you ever been named as a defendant in a criminal indictment or complaint, been arrested, summoned, or arraigned in connection with a felony, or been convicted of any felony, or have you ever been convicted, plead guilty or plead no contest to any misdemeanor involving dishonesty or breach of trust? .....  Yes  No

Explain below (or on an attached sheet) any "Yes" answers to questions 1 through 4. Please be specific and provide dates.

[Empty box for explanation of "Yes" answers]

**Payee's Substitute W-9 Certifications (Required unless Payee is already contracted)**

We require certification of the Payee's taxpayer identification number (TIN). If Payee is contracting as an individual, this TIN will generally be your Social Security number. If Payee is contracting as a Business Entity, this TIN will generally be the Business Entity's Employer Identification number. If this Substitute W-9 is not filed, we will be required to withhold income taxes according to Internal Revenue Service guidelines. Failure to provide us with the appropriate taxpayer identification number may result in a \$50 penalty imposed by the Internal Revenue Service. In addition, in the event of such failure, we are required to withhold 28% of your taxable distribution, regardless of your withholding election.

Please enter Payee's taxpayer identification number:

Under penalties of perjury, I certify that:


- (1) The Payee is a US Person, and
- (2) The number shown on this Substitute W-9 is the Payee's correct taxpayer identification number, and
- (3) The Payee is not subject to backup withholding because:
  - (a) The Payee is exempt from backup withholding, or
  - (b) The Payee has not been notified by the Internal Revenue Service (IRS) that Payee is subject to backup withholding as a result of a failure to report all interest or dividends, or
  - (c) The IRS has notified the Payee that the Payee is no longer subject to backup withholding.

(IMPORTANT NOTE: You must STRIKE OUT the language in section (3) above if Payee is subject to backup withholding.) The Internal Revenue Service does not require Payee's consent to any provision of this Substitute W-9 other than the certifications required to avoid backup withholding.

X \_\_\_\_\_ DATE SIGNED

SIGNATURE OF PAYEE (or Principal Party if Payee is a Business Entity)

NAME ON FIRST POLICY APPLICATION SUBMITTED	DATE OF APPLICATION (mm/dd/yyyy)	STATE
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**TO SECURE YOUR STATE APPOINTMENT:** If you have not already faxed license copies to our home office, send a copy of your license for the above state and your residence state if different. 

## Section 1. Appointment

Standard Insurance Company, Portland, Oregon (Standard, We, Us, Our) hereby contracts with and agrees to appoint the person or entity named on the signature page (You, Your) as a Producer. This Producer Sales Contract (Contract) is effective on the date determined by Standard, as indicated herein.

You agree as follows, to:

- 1.1 Solicit and procure applications for Standard products as listed on any Product & Compensation Amendment in effect and made a part of this Contract, but, in any state that requires pre-appointment, You may not solicit an application for a Standard product before You are appointed to do so in that state;
- 1.2 Remit all applications and any initial premiums promptly to Standard's home office;
- 1.3 Deliver all issued policies promptly to the policyholder in accordance with any delivery instructions;
- 1.4 Provide service to policyholders of Standard products;
- 1.5 Obtain and keep in good standing all appropriate licenses necessary to solicit applications as authorized under this Contract.

We agree to compensate You as provided in this Contract.

## Section 2. Consideration

In consideration for all of Your duties and obligations contained in this Contract, We grant You the right to sell Our products. We further agree to compensate You according to the applicable Product & Compensation Amendment. Your initial Product & Compensation Amendment is attached. New Product & Compensation Amendments may be issued from time to time. Each Product & Compensation Amendment, on its effective date, shall be a part of this Contract and shall determine the products available to sell and all compensation based on applications and increases written from that date to the effective date of Your next Product & Compensation Amendment.

## Section 3. General Provisions

### 3.1 INDEPENDENT CONTRACTOR

You are not an employee of Standard under this Contract. You are an independent contractor using Your own judgment and guidelines in performing under the terms of this Contract. Standard shall not determine the place or time that You perform Your duties as a Producer under this Contract, and nothing contained in this Contract shall limit Your right to sell products on behalf of other insurance companies. You are responsible for paying all expenses You incur in carrying out the terms of the Contract.

As a Producer, You are not a full-time salesperson for Standard. Therefore You are not eligible for any fringe benefit plans in which participation by You or contributions by Standard are in any way dependent on Your being considered a statutory or common law employee. Standard will not pay any social security or related taxes on Your commissions or other compensation. All social security and related taxes are payable from Your own funds by You as an independent contractor.

### 3.2 FIDELITY BOND AND INDEMNITY AGREEMENT

You are not covered under Standard's fidelity bond. However, You acknowledge that We may obtain a fidelity bond to cover any liability Standard may incur as a result of any actions by You or individuals working for You or on Your behalf. You agree to provide reasonable assistance to Standard in obtaining such a bond. Notwithstanding any fidelity bond, You agree to indemnify and hold Standard harmless against any damages or losses incurred by Standard as a result of Your actions or the actions of individuals working for You or on Your behalf.

### 3.3 CLAIMS AGAINST YOU OR STANDARD

You agree to provide timely notice to Standard and applicable error and omissions insurance carriers as soon as You become aware of any claim against Standard, You, or any individual working for You or on Your behalf where said claim is in any way related to the sale of Standard Products. You agree to cooperate with these carriers. To the extent such a claim arises out of any act or omission of Yours, or any act or omission of any person working for You or on Your behalf, and full coverage by any errors and omissions carriers is not extended to You, or individuals working for You or on Your Behalf, or to Standard, We have the right to defend said claim, and settle that claim upon receipt of proof satisfactory to Us of the merit of that claim. You will be liable to Standard and agree to reimburse Us fully for any unreimbursed payments made and any related expenses incurred by Us in the defense and settlement of any such claim that We defend, pay or settle, including costs of counsel employed for such action.

### 3.4 ASSIGNMENT

Standard is relying on Your specific abilities in the performance of Your rights, obligations and duties under this Contract. Therefore, neither this Contract nor any of the rights, obligations or duties under this Contract may be assigned by You without Our prior written approval, which approval may be withheld in Our sole discretion.

**3.5 ACTS NOT AUTHORIZED**

Your authority extends no further than is specifically stated in this Contract and, except as expressly set forth herein, You shall have no power or authority to act on behalf of Standard. Specifically, but not limited to the following, You are not authorized:

- (a) To offer for sale, in the name of Standard, any products not included on the attached Product & Compensation Amendment(s). However, this shall not affect Your ability to sell products on behalf of other insurance companies;
- (b) To make, alter, or discharge contracts in the name of Standard, waive any right or forfeiture, name extra rates for special risks, or extend the time for paying any premium;
- (c) To incur any debt or liability for or against Standard, institute any legal proceedings, or bind Standard in any manner whatsoever, except as provided in a Standard Insurance Company written receipt for premiums;
- (d) To accept any money or property for or on behalf of Standard except as described in the applicable Product & Compensation Amendment;
- (e) To create or use any advertisement (all written, oral and pictorial materials designed to reach the public, including but not limited to brochures, newsletters, letters, presentations, web pages, phone scripts, illustrations, business cards, letterhead, mailings or e-mailings) containing Standard's signature package (logo), referencing Standard or Our products, or mentioning Our name unless (1) it has first been approved by Standard in writing, and (2) a copy of the final version has been received by Standard's home office before it is used, and (3) it is used in accordance with any conditions and limitations of said approval.

**3.6 FORFEITURE OF CONTRACT RIGHTS, BENEFITS AND COMPENSATION**

Standard, at its option, may declare this Contract null and void, and all Your rights, benefits, and compensation from Standard (according to Section 2 CONSIDERATION) shall be forfeited, if You do (or You cause or allow any individuals working for You or on Your behalf to do) any of the following:

- (a) Withhold any funds, documents, or property belonging to a Standard policyholder or beneficiary, or to a person whose application has not been accepted by Standard;
- (b) Provide false information on Your Applicant's Declaration or intentionally violate any of the conditions or obligations of this Contract;
- (c) Violate any state or federal insurance, securities, or criminal laws;
- (d) Have Your license to sell insurance products terminated, suspended, censured or restricted by any state.
- (e) Fail to act in a manner consistent with Section 4. ETHICAL STANDARD or Section 5. MAINTAINING CONFIDENTIALITY OF PERSONAL INFORMATION.

Nothing herein shall affect Standard's right to assert any other claim, either in law or in equity, it may have or acquire against You.

**3.7 WAIVER**

The failure of either party to exercise any right or enforce any provision of this Contract shall not be construed as a waiver of that party's right to subsequently exercise that right or enforce that provision.

**3.8 ATTORNEYS' FEES**

If Standard prevails in any claim, action or suit to enforce or interpret this Contract, or otherwise with respect to the subject matter of this Contract, You agree to pay all reasonable attorneys' fees and costs incurred by Standard in any claim, action or suit (including appeals). You also agree to pay all costs of collection of any funds owed by You to Standard, including reasonable attorneys' fees, regardless of whether any claim, action or suit is filed by Standard. Conversely, if You prevail in any such action or suit on this Contract, Standard agrees to pay Your reasonable attorneys' fees and costs.

**3.9 AMENDMENT OF CONTRACT**

Standard reserves the right to amend any part of this Contract by written notice to You at Your last known address. Any amendment will be effective thirty days from the mailing of such notice, or earlier by mutual written agreement, but no such amendment shall affect compensation payable on policies previously put in force, except by mutual written agreement. Neither this Contract nor any amendment to it shall bind Standard unless signed by an officer of Standard. Standard reserves the right to change any part of the Product & Compensation Amendment at any time. The commission calculations stated in any Product & Compensation Amendment, however, shall continue to apply until such changed Product & Compensation Amendment is provided to You. Product & Compensation Amendments shall be exempt from the officer signature and thirty-day notice requirements.

**3.10 TERMINATION OF CONTRACT**

This Contract may be terminated at any time by mutual written agreement. In addition to Standard’s right to declare an immediate termination for cause specified in paragraph 3.6 FORFEITURE OF CONTRACT RIGHTS, BENEFITS AND COMPENSATION, either You or Standard may terminate this Contract without cause, by sending thirty days written notice to that effect to the other at the other’s last known address. This Contract shall terminate automatically upon Your death or upon the date proceedings in bankruptcy or insolvency are filed by or against You. If You are a partnership, corporation, or any other form of business entity, this Contract will terminate upon any event that legally or contractually causes dissolution of Your business entity.

Termination of this Contract shall not affect Your obligation to repay any debt to Standard or to account for and return all funds, policies, rate books, training or sales material, and other Standard Insurance Company property to the satisfaction of Standard.

**3.11 GOVERNING LAW**

This Contract is governed by the laws of the State of Oregon.

**Section 4. Ethical Standard**

Standard Insurance Company requires all producers for Standard products to pledge to conduct business according to the highest principles of honesty, integrity and pride, always putting the needs of the customer first:

- 4.1 To conduct a thorough interview to determine the customer’s needs and clearly disclose when the purchase or replacement of insurance policies is being proposed as part of a sales presentation;
- 4.2 To ensure that the customer understands the costs and benefits of any product or proposal;
- 4.3 To distinguish clearly between the guaranteed and non-guaranteed elements of any product or proposal, and make the customer aware of product conditions or limitations, and of any features that could change over time;
- 4.4 To treat all customers as the Producer would want to be treated, and to maintain personal and professional conduct that enhances reputation of both Producer and Standard.

**Section 5. Maintaining Confidentiality of Personal Information**

Standard is committed to safeguarding the privacy of Standard’s customers and is dedicated to maintaining the confidentiality of their personal information. In the course of Your duties under this contract, You may obtain personal information about Standard’s customers. Standard requires You to maintain the confidentiality of such personal information and to abide by all applicable federal and state privacy laws.

You shall not use or disclose any such personal information You obtain in the course of Your duties under this contract for any purpose unrelated to Your duties under this Contract. You shall not disclose such personal information to third parties without prior written consent of Standard or the customer. You shall not, under any circumstances, use or disclose such personal information for Your own purpose, such as selling personal information to third parties. You shall also implement reasonable safeguards to protect such personal information from unauthorized or inadvertent use or disclosure. Standard reserves the right to periodically audit Your privacy practices and procedures to ensure compliance with federal and state laws and with Standard’s corporate privacy policy.

**The Following Parties Agree to the Terms of This Contract:**

<p><b>PRODUCER:</b></p> <p>_____                  PRODUCER NAME (Please print)                  (If business entity, give entity name)</p> <p>_____                  PRODUCER SIGNATURE                  (or Principal Party signature if business entity)</p> <p>_____                  TITLE of PRINCIPAL PARTY (if business entity)</p>	<p><b>STANDARD INSURANCE COMPANY:</b></p> <p>_____                  STANDARD INSURANCE COMPANY OFFICER SIGNATURE</p> <p>_____                  TITLE</p> <p><i>HOME OFFICE USE ONLY</i>      Effective Date _____</p>
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This form is used to designate a person or trust as your payee in the event of your death. If you are under contract as an individual and choose not to designate a payee the balance of any compensation due will be paid to your estate.

1 Broker Identification

NAME	STANDARD INSURANCE COMPANY PRODUCER IDENTIFICATION
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2 Revocable Payee

NAME	SSN (or TIN)	RELATIONSHIP
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3 Authorization

I hereby designate the person or trust named above to be paid any and all compensation due me in accordance with the terms of my individual sales contract with Standard Insurance Company in the event of my death. I hereby revoke all previous revocable payee designations under my individual sales contract.

\_\_\_\_\_

BROKER SIGNATURE

\_\_\_\_\_

DATE

4 This Revocable Payee Designation shall be effective when received and accepted by Standard Insurance Company as indicated below.

\_\_\_\_\_

AUTHORIZED STANDARD INSURANCE COMPANY HOME OFFICE REPRESENTATIVE SIGNATURE

\_\_\_\_\_

DATE