



"Diversified Insurance and Financial Services Since 1978"

EQUITABLE Contracting

- Make sure all pages are completed and signed
- Attach License(s) and E&O

Please forward completed paperwork to :

BMC Agency, Inc
ATTN: Hillary Hatcher
1529 Sam Rittenberg Blvd., Ste 200
Charleston, SC 29407

843.763.1602 FAX ATTN Hillary Hatcher

hillaryh@bmcagency.com EMAIL



JOINING THE EQUITABLE TEAM

With Equitable Life & Casualty Insurance Company contracting as a General Agent is easy. Simply follow the directions as outlined below and submit your completed information and documents to Equitable's Agency Department.

DIRECTIONS:

WARNING! In this agreement, pay special attention to all/any areas marked in red. The red indicates all/any areas that MUST BE completed by you.

1. Complete all forms in this General Agent Contract Agreement Packet. PLEASE NOTE: Contracts requiring the signature of an MGA as the supervising agent must be included.
2. Prepare a copy of your current resident Life and Accident & Health license and submit it with your General Agent Contract Agreement.
3. If your state requires a CONTINUING EDUCATION CERTIFICATE OF COMPLETION for Long Term Care, please submit a copy of this certificate with your General Agent Contract Agreement.
4. Include a check for your appointment fee made payable to Equitable. Contact the Agency Department at 1-800-352-5121 for details regarding these fees. Equitable's Agency Department will submit an application for appointment for you with the state insurance department where required. If you prefer to pay by credit card, complete the Credit Card Authorization Form (page 10) included in this packet.
5. If you are allowing a Staff Member in your Agency to have access to protected personal information, please contact Agency regarding the Business Associate Agreement.

Once you've completed each step above, send all of your information, INCLUDING COPIES OF YOUR COMMISSION SCHEDULES, to Equitable's Agency Department by fax, e-mail, or mail:

Fax: 801-579-3781

E-mail: Send scanned paperwork to AgencyServices@EquiLife.com

**Mail: Equitable Life & Casualty Insurance Company
ATTN: Agency Department
P.O. Box 2460
Salt Lake City, UT 84110-2460**

Questions? E-mail AgencyServices@EquiLife.com or call toll free 1-800-352-5121.

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

- Medicare Supplement
- Short Stay Nursing Home
- Home Care
- Cancer Plan
- Long Term Care
- Senior Life
- Critical Illness
- Cash Supplement

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 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.

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.

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: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> 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:

- 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
- 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
- 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
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

¹List 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.

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

³You 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.

⁴List 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.

**CREDIT CARD AUTHORIZATION FORM
FOR PAYMENT OF APPOINTMENT FEES***

Today's Date:

Type Of Card: Visa MasterCard

Card Number:

Expiration Date:

Card Holder Name As Shown Exactly On Card:

Card Holder Billing Address:

Appointment Fee Amount To Be Charged:

As a convenience to me, I hereby request and authorize you to pay and charge to my credit card for the amount listed above. This shall be payable to Equitable Life & Casualty Insurance Company provided there are sufficient funds in my account. I agree that your rights in respect to this charge shall be the same as if it were a check drawn and signed by me. I also agree to contact Equitable Life & Casualty Insurance Company of there are any changes to my credit card account information. I further agree that if any such charge be dishonored, you shall be under no liability.

Agent Signature: _____ **Date:** _____

* You may remit fee with a check made payable to Equitable if you prefer.

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.

COMMISSION ADVANCE ADDENDUM

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

General Agent has a General Agent Agreement with 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; and, 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 Supplements issued to persons under the age of 64 ½.

Advanced commission compensation is an indebtedness of the General Agent until the advance balance is fully recovered. 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 recurring 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, if applicable. This right of offset against the upline, if applicable, shall survive termination of this Advance Addendum.

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

All terms and conditions of the General Agent Agreement shall remain in force and effect, unless specifically modified by this Advance Addendum.

Equitable reserves the right to modify the terms of this Commission Advance Addendum upon 10 days written notice.

Done this ____ day of _____, 2____.

Equitable Life & Casualty Insurance Company

[General Agent]

By: _____
Authorized Agency Representative

By: _____

[Managing General Agent]

By: _____