

Attached is your application from InsurancePickle.com to
join our Producer Group

Steps to complete application.

- 1) Print out the attached applications.
- 2) Complete both the sub-manager and producer agreement including all details and signatures.
- 3) If you are or were formally appointed through a different BISYS office, fill out the letter as well.
- 4) Fax forms to 1-410-796-7456
- 5) Or, Mail all materials to:
InsurancePickle.com
Attn: Producer Group
5965 Sandy Ridge
Elkridge, MD 21075
- 5) Call with any questions.

1-877-634-1256

*“Using technology to provide you with information
& people to provide you with answers.”SM*

Producer Agreement

This Producer Agreement (“Agreement”) is by and between Crump Life Insurance Services, Inc. (“Crump”), the Producer named below (the “Producer”), and its affiliated insurance agency, if applicable (“Producer Agency”) (collectively the “Producer”).

Name: _____
Last First MI

Corporation Name: _____

Address: _____

Phone: _____ Fax: _____

Social Security/Tax ID #: _____ E-mail: *(required)* _____

PLEASE PRINT CLEARLY – COMPLETE, SIGN, AND FAX TO 410-796-7456

WHEREAS, Crump is a general agent, managing general agent, and/or broker for insurance carriers under various contracts (“Crump Carriers”) and has the authority to recommend the appointment of the Producer to sell the insurance products of Crump Carriers; and

WHEREAS, Producer desires to be appointed through Crump to access such insurance products from Crump Carriers;

NOW THEREFORE, in consideration of the foregoing and the mutual provisions hereinafter set forth and for other good and valuable consideration and intending to be legally bound hereby, the parties hereto agree as follows:

- 1) The Producer shall comply with all (i) federal, state and local laws, regulations and rules applicable to the Producer’s solicitation of insurance products, and (ii) all rules, policies, procedures and standards which are provided to the Producer by Crump or by any Crump Carrier.
 - a) The Producer shall be fully responsible for monitoring the information posted to the Crump Bulletin or Carrier Bulletin section of the www.CrumpLifeInsurance.com web site.
 - b) The Producer shall hold the appropriate insurance license(s) in the state of solicitation and in the state where the application is signed prior to submitting an application for insurance to Crump.
 - c) The Producer shall complete pre-contracting or appointment paperwork with the Crump Carrier prior to soliciting the sale of a product, if required.
 - d) The Producer shall not alter, modify, waive, or amend any of the terms, rates or conditions of any advertisement, brochures, applications, policies, contracts or other materials provided to the Producer by Crump or any Crump Carrier unless submitted and approved in writing by Crump and/or the Crump Carrier. The Producer shall not create any materials that reference Crump or Crump Carriers unless submitted and approved in writing by Crump and/or the Crump Carrier.
- 2) The Producer shall at all times maintain liability insurance covering the Producer and the Producer’s agents and employees against claims for damages based on actual or alleged professional errors or omissions in an amount and with an insurer reasonably acceptable to Crump. Proof of such insurance coverage shall be furnished to Crump upon request and Producer shall notify Crump immediately if for any reason such insurance coverage ceases to be in effect.
- 3) The Producer agrees that Crump has a right of offset against all commissions and any other compensation payable by Crump to Producer under this Agreement or under any other existing or future agreement with Crump, as security for the payment of any existing or future debit balance or other indebtedness of Producer to Crump. Crump may at any time and from time to time, with or without notice or judicial action, exercise such right by offsetting such indebtedness against any commissions and other compensation otherwise due to Producer. This right of offset shall not be extinguished by the termination of this Agreement or any other agreement. The Producer shall immediately repay to Crump all compensation received from policies in which premiums have been returned or in which the policy has been subject to recapture or in which Crump is otherwise charged back or in which the Producer has been overpaid. The Producer agrees that any reasonable attorneys’ fees associated with the collection of such compensation shall be the responsibility of and shall be reimbursed by the Producer to Crump.

- 4) The Producer certifies that he or she has never been convicted of a federal or state felony involving dishonesty or breach of trust; or if so, that Producer has received written authorization from the applicable state insurance commissioner specifically referencing Section 1033 of the violent Crime Control and Law Enforcement Act of 1994, subsection (3)(2) granting permission to work in the insurance industry.
- 5) The Producer will use his/her best efforts to place the sale of insurance products through Crump with Crump Carriers, when Crump has provided marketing support, advanced sales, new business or underwriting support on the sale.
- 6) Each party to this Agreement shall indemnify and hold harmless the other party against any and all claims, actions, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees) (collectively "Losses") arising from (a) any wrongful, unlawful, or tortious act or omission, or allegedly wrongful, unlawful or tortious act or omission, or (b) any failure to comply with any obligation under this Agreement, in each case on the part of the indemnifying party or any of the indemnifying party's agents or employees. Notwithstanding the foregoing, neither party shall be obligated to indemnify the other party for the amounts of any Losses which have actually been reimbursed pursuant to errors and omissions liability insurance maintained by the other party.
- 7) The Producer shall at all times comply with all applicable insurance regulations and all other applicable state and federal laws and regulations. This includes, but is not limited to:
 - a) Title V of the Gramm-Leach-Bliley Act ("GLB") (15 U.S.C. 6801, et seq.);
 - b) The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including its implementing privacy regulations at 45 C.F.R. Parts 160 – 164 and its implementing security regulations at 45 C.F.R. Parts 160, 162, and 164;
 - c) The USA PATRIOT Act of 2001 (Pub.L. No. 107-56), including, without limitation, the requirement to develop and implement "Anti-Money Laundering" programs and "Customer Identification Programs";
 - d) Applicable state and federal "Do Not Call" laws and regulations, including, but not limited to, the national "Do Not Call" registry rules under the Telephone Consumer Protection Act of 1991 ("TCPA") (47 U.S.C. 227, et seq.);
 - e) The restrictions on sending commercial faxes found in the TCPA and the regulations enacted under the TCPA; and
 - f) The various state and federal restrictions on the use of electronic mail and the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (15 U.S.C. § 7708) ("CAN-SPAM Act").
- 8) Each party will not use or disclose nonpublic personal information, i.e., personally identifiable information, including but not limited to financial or health information, that is not publicly available ("Protected Information"), about individuals who seek to obtain or obtain insurance products and/or services through the Producer ("Consumers") or who have a continuing relationship wherein the individuals have one or more insurance products and/or services through Producer ("Customers"), except as provided herein.

Each party will treat Protected Information as confidential and access to Protected Information will be limited to those officers, employees, agents or representatives of each party who need to use the information in connection with underwriting, claims administration or other servicing of insurance products and/or services for a particular Consumer or Customer.

Each party will not use or disclose, or permit any of its officers, employees, agents or representatives to use or disclose Protected Information except: (i) as necessary to meet the purpose of this Agreement; (ii) as authorized by the Consumer or Customer; (iii) as in compliance with each party's then current privacy policy; (iv) as required by law; or (v) as otherwise permitted in accordance with applicable federal and state laws and regulations, including, GLB and HIPAA, and the regulations promulgated thereunder..

Each party will establish appropriate standards for safeguarding Protected Information within its control, i.e., the Producer will establish his/her own internal security guidelines.

- 9) Producer to take such steps as shall be necessary to ensure that (i) the information submitted to Crump by Producer (including any information contained in any application for any policy) is, to the best of Producer's knowledge (after reasonable inquiry), accurate and complete and (ii) any and all medical information concerning an insured that is submitted to Crump in connection with a proposed transaction (including, without limitation, any medical records, exams, laboratory reports and inspection reports) are the same set of information that was submitted to any life insurance carrier in connection with a proposed issuance of a policy or any annuity company in connection with a proposed issuance of an annuity.
- 10) Producer agrees that Crump will have no other involvement in the product sales other than performing the role as general agency for the Crump Carriers. By performing this limited role, Crump does not make, and specifically disclaims any endorsement or approval of any marketing or sales concept, nor does Crump make any representations to Producer or any third party regarding

tax, legal or other economic consequences raised by any marketing or sales concept. The parties agree that Crump shall not act as nor be considered a promoter of any marketing or sales concept. Producer shall not construe any statements made or actions taken by Crump or its employees or agents as tax, legal or other advice regarding any marketing or sales concept, and shall not represent to any client or other third party that Crump or its employees or agents have given any such advice.

- 11) Neither the termination nor expiration of this Agreement for any reason shall release or operate to discharge any party from any liability or obligation that may have accrued prior to such termination or expiration. In addition, the provisions of Sections 3, 6, 8, 11, 12 and 13 of this Agreement shall survive the expiration or termination, for any reason, of this Agreement
- 12) PREVENTION OF FRAUD. PRODUCER ACKNOWLEDGES AND AGREES THAT IT HAS AN AFFIRMATIVE OBLIGATION TO PREVENT FRAUD BY CLIENTS AND PRODUCER, AND PRODUCER SHALL NOT TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION, DIRECTLY OR INDIRECTLY, THAT COULD MISLEAD OR DEFRAUD AN INSURANCE COMPANY OR FINANCIAL INSTITUTION IN CONNECTION WITH THE ISSUANCE OF ANY POLICY OR ANNUITY (OR THE FINANCING THEREOF) AND SHALL USE ITS BEST EFFORTS TO PREVENT ANY SUCH FRAUD BY OTHERS. IN CONNECTION WITH THE SUBMISSION OF ANY APPLICATION, PRODUCER HEREBY REPRESENTS AND WARRANTS TO CRUMP THAT AS OF THE DATE OF SUCH SUBMISSION, TO THE BEST OF ITS KNOWLEDGE AFTER REASONABLE INQUIRY, THE INFORMATION IN ANY APPLICATION, AND ANY OTHER INFORMATION PROVIDED BY AN INSURED, OWNER OR PRODUCER TO CRUMP IN CONNECTION WITH SUCH APPLICATION, IS ACCURATE, COMPLETE, CORRECT AND NOT MISLEADING AND THAT THE INFORMATION IN THE APPLICATION NOT MISLEADING. IF AT ANY TIME PRODUCER BECOMES AWARE OF ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION CONTAINED IN ANY APPLICATION OR WOULD MAKE ANY INFORMATION CONTAINED IN THE APPLICATION MISLEADING, PRODUCER WILL IMMEDIATELY PROVIDE WRITTEN NOTICE TO CRUMP. ANY BREACH BY PRODUCER OF THIS SECTION SHALL RESULT IN IMMEDIATE TERMINATION OF PRODUCER’S RELATIONSHIP WITH CRUMP.

PRODUCER UNDERSTANDS THAT IN THE EVENT CRUMP HAS ANY REASON TO BELIEVE THAT ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION HAS BEEN PROVIDED TO IT OR TO ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION OR THAT PRODUCER OR ANY CLIENTS INTRODUCED TO CRUMP BY PRODUCER HAS TAKEN ANY ACTION FOR THE PURPOSE OF DEFRAUDING ANY INSURANCE COMPANY OR FINANCIAL INSTITUTION, CRUMP WILL IMMEDIATELY (AND WITHOUT PROVIDING ANY PRIOR NOTICE TO PRODUCER) REPORT SUCH CONDUCT TO, AND ASSIST WITH ANY INVESTIGATION BY, THE RELEVANT STATE INSURANCE COMMISSIONER, SUCH COMPANY OR FINANCIAL INSTITUTION AND/OR ANY OTHER REGULATOR.

- 13) By the disclosure of basic contact information above, such information including address, phone number, fax number and e-mail address (the “Contact Information”), the Producer hereby consents to allow Crump to use such Contact Information for marketing purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the later of the two dates below.

PRODUCER

CRUMP LIFE INSURANCE SERVICES, INC.

Signed: 

Signed: _____
Alan H. Herman, Senior Vice President – Sales

Date: _____ Date: _____

For Internal Use Only:

Date Received: _____ Date Processed: _____

Crump Production Agreement Sub-Manager

This Sub-Manager Production Agreement ("Agreement") is by and between Crump Life Insurance Services, Inc. ("Crump") and the individual named below (the "Sub-Manager") or the legal entity named below (the "Sub-Managing Entity"):

PLEASE PRINT CLEARLY – COMPLETE, SIGN, and RETURN TO YOUR CRUMP SALES MANAGER

Bonus Payable to:

Name of Sub-Manager or Sub-Managing Entity: _____

Sub-Manager's Social Security or Sub-Managing Entity's Tax ID #: _____

If agency/corporation:

Officer Name: _____ Officer's Social Security # _____

Address: _____ Phone: _____

Fax: _____

E-mail: _____

Designated Top Manager or Top Managing Entity: _____ Jeff Motsco, CFP

Top Manager's Social Security or Top Managing Entity's Tax ID #: _____

Address: 5965 Sandy Ridge Phone: 410-796-7497

Elkridge, MD 21075 Fax: 410-796-7456

E-mail: bisys2@theinsurancenet.com

WHEREAS, Crump is a general agent, managing general agent or broker for insurance carriers ("Crump Carriers") and has the authority to recommend the appointment of Sub-Manager or Sub-Managing Entity to sell the insurance products of Crump Carriers; and

WHEREAS, Crump will earn compensation from the Sub-Manager or Sub-Managing Entity's insurance sales and is willing to pay a stipulated portion of such compensation to Sub-Manager or Sub-Managing Entity as bonus compensation.

NOW THEREFORE, in consideration of the foregoing and the mutual provisions hereinafter set forth and for other good and valuable consideration and intending to be legally bound hereby, the parties hereto agree as follows:

SECTION 1. SUB-MANAGER or SUB-MANAGING COVENANTS

- 1.1 Sub-Manager or Sub-Managing Entity agrees that the Bonus Compensation Levels in this Agreement pertain to first year compensation for non-variable life insurance, non-variable annuities, disability income and long term care insurance products only.
- 1.2 Sub-Manager or Sub-Managing Entity agrees that Crump Carriers commissions as listed in Schedule A are subject to change without notice by Crump or the Carrier.
- 1.3 Sub-Manager or Sub-Managing Entity agrees that any law, regulation, or Crump Carrier restrictions including bands, older age reductions, individual agent production and/or expense reimbursement levels that prohibits the payment of commissions under this Agreement will automatically modify this Agreement.
- 1.4 Sub-Manager or Sub-Manager Entity agrees that Crump may terminate this Agreement with thirty (30) days written notice during the initial term or any term thereafter.

1.5 Sub-Manager or Sub-Managing Entity agrees that it has executed a Producer Agreement with Crump in addition to this Agreement.

SECTION 2. CRUMP COVENANTS

2.1 Crump agrees to pay the Sub-Manager or Sub-Managing Entity the bonus compensation level indicated by a check mark below:

Bonus Compensation Level

Level One
 Level Two

2.2 Sub-Manager or Sub-Managing Entity shall be vested in the compensation as defined by this Agreement, during the term of this Agreement and post-termination of this Agreement for Sub-Manager or Sub-Managing Entity's insurance sales submitted to Crump prior to termination of this Agreement.

SECTION 3. TERM

The parties agree that the initial term of this Agreement is for the balance of the calendar year in which it is executed. It shall renew on January 1st of each calendar year for additional one-year term(s), unless either party provides thirty (30) days written notice of termination to the other party.

SECTION 4. ENTIRE AGREEMENT

This Agreement and its Exhibits attached hereto embody the entire agreement and understanding between the Parties hereto with respect to the subject hereof and supersede any and all prior agreements and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Sub-Manager or Sub-Managing Entity:

Crump Life Insurance Services, Inc.:

Signed:  _____

Signed: _____

Print Name/Title: _____

Brian Winikoff, President

Date: _____

Date: _____

<p>For Crump Internal Use Only:</p> <p>Date Received: _____</p> <p>Bonus Compensation Level: (Sub-Manager)</p> <p> ___ Level One</p> <p> ___ Level Two</p> <p>Sales Mgr Name: _____</p> <p>Sales Team Name: _____</p> <p>Authorization: _____</p> <p>Date Processed: _____</p> <p>Agent Code #: _____</p> <p>Processed By: _____</p> <p>Date to Agent: _____</p> <p>Note: There must be a spread between Sub-Manager and Sub-Producers; i.e., Sub-Producer and Sub-Manager cannot both be placed on Level One. There must also be a spread between Sub-Manager and Top Manager; i.e., Sub-Manager and Top Manager cannot both be placed on Level Two.</p>
