

## **Berkshire Life Agent Appointment Checklist**

The following checklist is provided to assist you with the agent appointment process.

### **Contracting with BERKSHIRE LIFE is available to:**

- General Agents contracted with Security Mutual Life
- District Agents contracted with Security Mutual Life
- Career Agents contracted with Security Mutual Life
- Brokers contracted with Security Mutual Life

### **A General Agent, District Agent, Broker or Career Agent contracted with Security Mutual Life must complete and return the following items:**

- District Agent Contract with SML Agency Services, Inc. (General Agents or District Agents only) – Please do not complete any blanks. Simply sign on the “District Agent” line.**
- Producer Contract with SML Agency Services, Inc. – Please do not complete any blanks. Simply sign on the “Producer” line.**
- Berkshire Life Appointment Data Sheet (Individual or Corporate) – please complete, date and sign.
- Berkshire Life Broker Contract – Please do not complete any blanks. Simply sign on the “Broker” line.**
- Berkshire Life Fair Credit Act Disclosure – please complete, date and sign.
- Copy of agent’s license for each state in which the agent desires to be appointed (a non-resident appointment fee may be required)
- Copy of Error & Omissions coverage



## **II. Authorization and Territory.**

1. While this Contract remains in force the Broker may submit to the Company applications for Disability insurance, and may deliver policies issued thereon and premium receipts upon the payment of the amount stated therein, when the terms, conditions, and provisions of such policies and receipts have been strictly complied with.
2. The Broker has no exclusive territory.
3. The Broker has no exclusive rights in any case.

## **III. Limitation of Authority.**

The authority of the Broker shall extend no further than is stated in this Contract. The Broker has no authority to make, alter, or discharge any policy or contract or extend any provision thereof, to extend the time for payment of premiums, to receive any overdue premium, to extend any credit for the payment of premiums, to waive or extend any policy obligation or condition, to waive any forfeiture or guarantee dividends, to deliver or cause to be delivered any policy unless the proposed insured named therein is at the time of delivery in good health and insurable condition, or to incur any debt or liability against the Company.

## **IV. Relationship/Code of Conduct.**

1. The Broker shall be free to exercise his or her own judgment as to the persons from whom applications will be solicited and the time, place and methods of performing all acts hereunder, and nothing herein contained shall be construed to create the relationship of employer and employee between the Company and the Broker.
2. Without interfering with such freedom of action or judgment the Broker shall abide by the rules of the Company for the general conduct of its business. Upon execution of this Contract, and periodically thereafter, the Broker will be required to sign and acknowledge the Company's Principles of Ethical Practices and Market Conduct. At all times, the Broker will be required to adhere to such Principles, as it may be amended periodically.

## **V. Commissions.**

1. The Company, in consideration of the performance by the Broker of all agreements hereunder, and as full compensation therefor, will pay SML Agency Services, Inc., on policies issued through the Broker after this Contract becomes effective, commissions provided for in the broker's contract between SML Agency Services, Inc. and the Company.

2. Where premiums are paid in advance, the commissions shall accrue on the respective due dates of such premiums.
3. If any premiums are refunded for any reason, the Broker will promptly refund all commissions received on account of such premiums.
4. All commissions earned under this contract shall be assigned and made payable to SML Agency Services, Inc.

**VI. Lien for Indebtedness.**

Any debt or other liability of the Broker to the Company may be set off by the Company at any time against any sums due or becoming due the Broker (or SML Agency Services, Inc.), and a lien is hereby reserved to the Company for the satisfaction of any such debt or liability.

**VII. Advertising.**

The Broker shall not print, publish, or distribute, any advertisement, circular, statement, or any other document relating to the business or the standing of the Company unless the same shall have been previously reviewed and approved in writing by designated home office personnel of the Company.

**VIII. General.**

"Policy year" means the period of one year commencing with the effective date of the policy or with an anniversary of such date.

**IX. Termination.**

1. This Contract shall be terminated automatically by the Broker's death.
2. This Contract may be terminated at any time with or without cause by written notice, mailed to the last known address or delivered personally, from the Company to the Broker, or from the Broker to the Company, at least 10 days prior to the effective date of termination.
3. This Contract shall be terminated automatically without notice by the withholding or the misappropriation of any money or other property belonging to the Company; by the withholding of any policies, receipts, or any other property belonging to the Company; by otherwise subjecting the Company to liability; for embezzlement; or for violation of any provisions of this Contract; in which event the Broker shall forfeit all commissions and other rights which would otherwise accrue to him or her.
4. All business and policyholder records maintained at the Company offices and agencies are its property and will be surrendered to it upon termination of this

Contract, along with all of its sales brochures, business cards and letterhead, manuals, training tapes, equipment, computer equipment and software, policy applications and forms. The Broker will not use or disclose information about the Company's insureds and policyholders obtained while under this Contract, unless it is generally available to the public.

5. During the term of this Contract and for a period of two years after its termination, the Broker will not initiate contact with any policyholder of the Company to induce or attempt to induce, directly or indirectly, that policyholder to lapse any Company policy.

#### **X. Payments after Termination.**

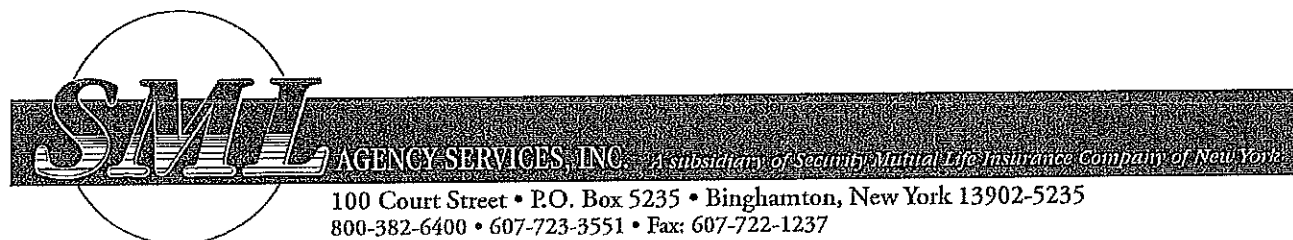
1. If this Contract is terminated other than under the provisions of Section IX.3, then in lieu of all payments stipulated herein, and in full settlement of all claims hereunder, there will be paid to the Broker or to his or her legal representatives, on all policies on which he or she is entitled to commissions under Section V. above, as follows:
  2. Commissions for the 1st through the 10th policy years.
  3. Provided that, to the extent permitted by law, the Company may discharge its obligation to pay the commissions provided for above by paying to the Broker in lieu thereof in one lump sum the commuted value of said commissions at the Company's discretion. Such commuted value shall be calculated by the Company on the basis of mortality, lapse and interest rates deemed appropriate by the Company.
  4. Notwithstanding any other provision in this Contract or the Schedule of Broker Commissions, no commissions will be paid to a terminated Broker beyond the 10th policy year.
  5. If any payment made to the Broker creates a debt of the Broker to the Company, then the amount of debt shall become due and payable by the Broker immediately upon termination of this Contract.

#### **XI. Effective Date and Approval.**

This Contract shall take effect as of the effective date hereof, provided it is approved in writing by an authorized Officer of the Company.

**XII. Errors and Omissions Coverage.**

Broker agrees to maintain errors and omissions insurance coverage meeting the Company's minimum coverage requirements and to furnish proof of such coverage upon request.



## PRODUCER CONTRACT

THIS CONTRACT is made and entered into at Binghamton, New York, by and between SML AGENCY SERVICES, INC. ("SML Services") and \_\_\_\_\_ (the "Producer"), for the sale and service of insurance and other products of various companies with which SML Services is contracted and the Producer is duly licensed (individually the "company", collectively the "companies").

The parties agree to all the terms and conditions hereinafter set forth, including any attached Schedule of Producer Compensation.

### SECTION I - PRODUCER'S AUTHORITY

- A. The Producer is hereby authorized to solicit and procure applications for products now and hereafter offered subject to being properly licensed or appointed on behalf of the company in the jurisdiction where such applications are solicited and procured, and to deliver policies issued thereon and premium receipts upon the payment of the amount stated therein, when the terms, conditions, and provisions of such policies and receipts have been strictly complied with.
- B. The relationship between the Producer and SML Services will be that of independent contractor, and nothing in this Contract shall be construed as creating the relationship of employer and employee between SML Services and the Producer, or any employee or agent of the Producer.
- C. This Contract and the conduct of the Producer with regard to the sale of products and compensation paid under this Contract are subject to the rules and regulations of SML Services and the companies, and the statutes and regulations of the state or states where the Producer is licensed, and any applicable federal statutes and regulations. The Producer will be responsible to comply with all applicable state and federal statutes and regulations as well as the provisions of this Contract and the rules of SML Services and the companies.
- D. The authority of the Producer shall extend no further than is stated in this Contract. The Producer has no authority to make, alter or discharge any policy or contract or extend any provision thereof, to extend the time for payment of premiums, to receive any overdue premium, to extend any credit for the payment of premiums, to waive any forfeiture or guarantee dividends, to deliver or cause to be delivered any policy unless the proposed insured named therein is at the time of delivery in good health and insurable condition, or to incur any debt or liability against SML Services or any company.
- E. No circular, advertisement, proposal or similar matter pertaining to the sale of any company's product shall be printed, published or used in any way by the Producer unless it shall have first been approved in writing by SML Services and the company.

## SECTION II – COMPENSATION

- A. SML Services will pay the Producer in accordance with the compensation rates as established by SML Services and in effect at the time each application is procured by the Producer and as may be set forth in any attached Schedule of Producer Compensation. The Producer shall be deemed to have knowledge of and to have accepted the compensation rates in effect at the time the application is procured. Payment of such compensation shall be made in accordance with SML Services' then current compensation payment timetable when the respective premiums of insurance contracts are actually collected and paid to the company.
- B. The Producer agrees that if SML Services or the company for any reason, and in their sole discretion, refund a premium or any other payment on which any compensation has been paid such payment shall become a debt of the Producer and immediately due and payable to SML Services. If the debt shall not be immediately paid, SML Services may set off and recover against any other compensation that may be due the Producer from SML Services or from Security Mutual Life Insurance Company of New York.
- C. All compensation shall not be in excess of the limits of Section 4228 of the New York Insurance Law for those companies licensed to write insurance in the State of New York. The Producer agrees to refund promptly to SML Services any amounts received which are subsequently determined to have been in excess of the statutory limits.
- D. SML Services or the companies may decline any application or refund premiums without liability to the Producer.
- E. If a policy sold by the Producer is lapsed, terminated or not taken, no further commissions or other compensation shall be payable. The Producer shall refund any commission or other compensation which becomes unearned for any reason including lapse, non-payment of premiums, termination of the policy, or compliance with the company's rules and regulations.

## SECTION III – CONFIDENTIALITY AND SECURITY

- A. The Producer is prohibited from disclosing or using any information SML Services or any company provides to the Producer, or that the Producer obtains on SML Service's or any 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 SML Services or any such company disclosed the information to the Producer or for which the Producer obtained the information on SML Service's or such company's behalf.
- B. The Producer 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 Section shall survive termination of this Contract.*

#### **SECTION IV – INDEMNIFICATION**

- A. The Producer shall indemnify and hold harmless SML Services, its officers, directors, employees, parent, stockholders, subsidiaries and affiliates, from and against any and all losses, expenses, costs, damages and liabilities, of any nature, resulting from, or in any way related to, any act or failure to act on the part of the Producer.
- B. Any indebtedness or obligation of the Producer to SML Services and any damages, losses, costs and expenses, of any nature, which SML Services, its officers, directors, employees, parent, stockholders, subsidiaries or affiliates may sustain because of any act or failure to act on the part of the Producer, whenever and however incurred, may at any time be offset and recovered against any compensation, commissions and fees due or to become due the Producer, his or her executor, administrator, assignees or other person legally entitled thereto from SML Services under the terms of this Contract and any supplement and/or amendment hereto or from Security Mutual Life Insurance Company of New York. In the event of litigation by SML Services to collect the indebtedness or other obligation of the Producer, SML Services shall be entitled to its costs and reasonable attorneys' fees to enforce its rights hereunder.

*This Section shall survive termination of this Contract.*

#### **SECTION V – SML SERVICES PROPERTY**

- A. All rate books, printed matter or other supplies and equipment furnished by SML Services are the property of SML Services and must be returned upon termination of this Contract. The Producer is responsible for any misuse of such books, proposals, printed matter or other supplies and equipment. All non-taken policies, delivery, initial premium, temporary insurance, and any other receipts shall be returned to SML Services on demand. The Producer shall be responsible for any loss arising out of money paid in connection with insurance or annuity applications, policies or receipts.
- B. The Producer agrees not to disclose to any person, firm, or corporation, or to utilize or reproduce for his or her own use, any proprietary information concerning the business of SML Services or the companies which he or she may have acquired in the course of, or incident to, the provision of services on behalf of SML Services and the companies.

*This Section shall survive termination of this Contract.*

#### **SECTION VI – COLLECTION OF MONEYS - ACCOUNTING**

All moneys received or collected for or on behalf of SML Services or the companies by the Producer shall be held in trust and immediately paid and delivered to SML Services or the company. The Producer shall make such accounting as SML Services may require of all moneys, drafts, policies, receipts and other valuable papers received by the Producer in connection with the business of SML Services and shall be subject to the periodic inspection and audit by SML Services.

## **SECTION VII – ASSIGNMENT**

Neither this Contract nor any rights hereunder, including the right to compensation, may be assigned without the prior written consent of SML Services, which consent shall not be unreasonably withheld.

## **SECTION VIII – OBLIGATION OF THE PRODUCER**

SML Services relies upon the Producer for a complete and accurate presentation of the facts necessary for the companies to properly classify risk. The Producer shall provide complete and accurate answers to questions on all forms. Furthermore, the Producer shall promptly transmit to SML Services any information within his or her knowledge and relevant to the classification of risk. The Producer shall not deliver any policy unless the applicant is in good health and insurable condition.

The Producer will not sanction nor attempt to promote or induce any practice or program for the replacement of contracts of insurance written through SML Services. The Producer will not encourage or assist in the replacement of any business written under this Contract. Such activity shall be the basis for immediate termination of the Producer's contract, without notice, and the termination of any and all rights to commissions and/or compensation under this Contract. The terms of this provision shall not be impaired by the termination of this Contract. The parties acknowledge and agree that any breach of the terms of this provision will cause immediate, substantial and irreparable injury to SML Services such as to warrant injunctive relief and other relief.

## **SECTION IX – WAIVER**

The failure of SML Services to enforce any provision of this Contract shall not constitute a waiver of such provision. The past waiver of a provision by SML Services shall not constitute a course of conduct or a waiver in the future of the same provision.

## **SECTION X – MODIFICATION OF THIS CONTRACT**

This Contract may be modified by notice from SML Services to the Producer. Any schedule of compensation is subject to change at any time without prior notice, but no change shall affect compensation on any policy issued prior to the effective date of such change. This Contract contains the entire understanding of the parties. All prior negotiations and understandings are merged into this Contract. Neither this Contract nor any modification thereof shall be binding upon SML Services unless executed by an officer, or authorized signatory, of SML Services.

## **SECTION XI – DIRECT PAYMENT OF COMPENSATION**

Except with the consent of SML Services, the Producer shall not be entitled to any payment directly from any company under this Contract. All compensation shall be paid by SML Services for business written through the companies.

## **SECTION XII – DUTIES UPON TERMINATION**

The Producer agrees to return all SML Services property and not to resist or impede SML Services access to the various policyholders with regard to matters concerning the contracts issued to the policyholders through SML Services.

**SECTION XIII - TERMINATION**

This Contract shall terminate upon the occurrence of any of the following events:

- A. Written notice of termination by either the Producer or SML Services, with or without cause, either delivered personally or mailed to the last known address of the other party at least ten (10) days prior to the date of termination. The parties may agree to an earlier date of termination.
- B. Immediately and without advance written notice if the Producer shall withhold, convert or misappropriate any moneys, policies, receipts or property belonging to SML Services or any company, lose any license to transact business, induce or attempt to induce any Producer to leave the services of SML Services or reduce the volume of business submitted to SML Services or induce or attempt to induce any policyholder to replace or discontinue payment of the premiums or strip cash values of existing policies as set forth in SECTION VIII, or commit any fraud or misrepresentation hereunder, violate any of SML Services' rules and regulations or breach any of the terms of this Contract.

**SECTION XIV - MISCELLANEOUS**

The headings for the sections in this Contract have been inserted solely for the convenience of the parties and shall be of no force or effect in the construction of the provisions of this Contract.

If the Producer is a corporation, any reference herein to "he or she" or "his or her" shall be deemed to refer to "it" or "its".

The Producer shall immediately submit all applications for insurance to SML Services, or as directed by SML Services.

SML Services, its parent, subsidiaries and affiliates shall have no liability to the Producer for any special, consequential, incidental or indirect damages, interest or attorneys' fees.

This Contract is governed by the laws of the State of New York.

This Contract is executed by the parties to be effective LEAVE BLANK.

SML AGENCY SERVICES, INC.

LEAVE BLANK

LEAVE BLANK

\_\_\_\_\_  
Date

By \_\_\_\_\_

\_\_\_\_\_  
Producer

**SIGN**

**HERE**

\_\_\_\_\_  
Date

By \_\_\_\_\_

**INDIVIDUAL BROKER DATA SHEET**

To **Contracts & Compensation**  
From SML Agency Services 034 (Agency)  
Date \_\_\_\_\_

- New Appointment  
 Re-Activation

**Personal Data**

Male  Female  Married  Single

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_  
Nickname \_\_\_\_\_ Spouse's Name \_\_\_\_\_  
Bus. Address \_\_\_\_\_ Res. Address \_\_\_\_\_  
\_\_\_\_\_ Zip Code \_\_\_\_\_ Zip Code \_\_\_\_\_  
Bus. Phone \_\_\_\_\_ Res. Phone \_\_\_\_\_  
Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

**The following are required items for appointment:**

- Broker Contract (Form 265 - 3 copies) not dated  
 Examination Fee (must be included if applicant to take exam)  
 License Application with license fee for first-time licensees (both resident and non-resident)  
Or  
 Copy of Current Resident License  
 Copy of Non-Resident License and Fee if applicable  
 Proof of Errors & Omissions Coverage (Specification Sheet from Carrier)\* (Limits of liability - \$1,000,000 each claim; \$1,000,000 each aggregate)  
 Special Narrative Inspection Report (IPC)  
 Field Banking Information (Form AA166)  
 Fair Credit Report Act Disclosure (Form AA856)

\*If the Specification Sheet is in the name of the producer's employer, the following criteria must be met:

1. There must be a special request from the General Agent/Agency asking that we accept this type of proof.
2. The E&O coverage Specification Sheet submitted to us by the producer must in some way indicate that coverage is for all producers of the company, agency or corporation listed.
3. There must be some type of proof that the broker being contracted does in fact work for that company, agency or corporation listed on the Specification Sheet.

We will accept proof such as a business card or corporate letterhead that lists both the name of the broker and the name of the corporation.

**Optional**

- Supervision Assignment (Form 254)

**State Specific Requirements**

- Florida - FL Appts (County Name(s) \_\_\_\_\_)  
 Massachusetts - MA application completed and signed by producer  
 Pennsylvania - PA Appts (Appointment Transmittal - Form AA177)

**BOTH PAGES OF THIS FORM MUST BE COMPLETED**

\*\*\*Answer Questions 1 thru 5. Any YES answers need explanation and/or documentation.\*\*\*

1. a. Have you or an organization over which you exercised management or policy control, ever been charged, convicted of, or plead guilty or nolo contendere ("no contest") in a domestic or foreign court to any felony?

\_\_\_\_\_

b. If so, state particulars.

\_\_\_\_\_

2. a. Do you have any unsatisfied judgments, suits or liens pending against you?

\_\_\_\_\_

b. If so, state particulars.

\_\_\_\_\_

3. a. Have you or any organization over which you exercised management or policy control, ever been bankrupt, insolvent or compounded with creditors?

\_\_\_\_\_

b. If so, state particulars.

\_\_\_\_\_

4. a. Have you ever been suspended or dismissed or asked to resign from any position?

\_\_\_\_\_

b. If so, by whom, when and why?

\_\_\_\_\_

5. a. Has there been any unfavorable incident in the past through which your honesty might be questioned?

\_\_\_\_\_

b. If so, state particulars.

\_\_\_\_\_

(Attach additional pages if necessary.) If any question on the back of 100-BI is answered "Yes," include documentation as to the status (i.e., bankruptcy, tax liens, etc.)

**Signed under the pains and penalties of perjury.**

SIGN

HERE Signature \_\_\_\_\_ Date \_\_\_\_\_

**Broker Principles of Ethical Practices and Market Conduct**

I acknowledge that I have received and read the Berkshire Life Insurance Company of America Principles of Ethical Practices and Market Conduct and agree to accept and abide by the rules of conduct expressed therein. I understand that any violation of any of the terms set forth in the Principles could immediately subject me to company disciplinary action or termination.

SIGN

HERE Signature \_\_\_\_\_ Date \_\_\_\_\_

Berkshire Life Insurance Company of America  
700 South Street  
Pittsfield, Massachusetts 01201

**FAIR CREDIT REPORT ACT DISCLOSURE**

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This is to inform you that as part of our procedure for processing your application or evaluating you for employment or contracting purposes, we will be requesting an investigative consumer report and credit report whereby information is obtained through interviews with third parties. Such third parties may include family members, business associates, financial sources, friends, neighbors, or others with whom you are acquainted. This inquiry includes information as to your character, general reputation, personal characteristics, mode of living, motor vehicle history, and credit history, whichever may be applicable. You have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and the scope of the investigation.

- I have read the above Fair Credit Reporting Act Disclosure and understand that an investigative consumer and credit report will be obtained for the purpose of evaluating me for employment or contracting purposes. I hereby consent and authorize Berkshire Life Insurance Company of America and its subsidiaries to obtain such consumer and credit information as it deems necessary to evaluate my candidacy. I hereby release from all liability or responsibility, all persons or companies or corporations furnishing such information.

Social Security or Tax Identification Number \_\_\_\_\_

Date of Birth (for identification purposes only) \_\_\_\_\_

**SIGN  
HERE**

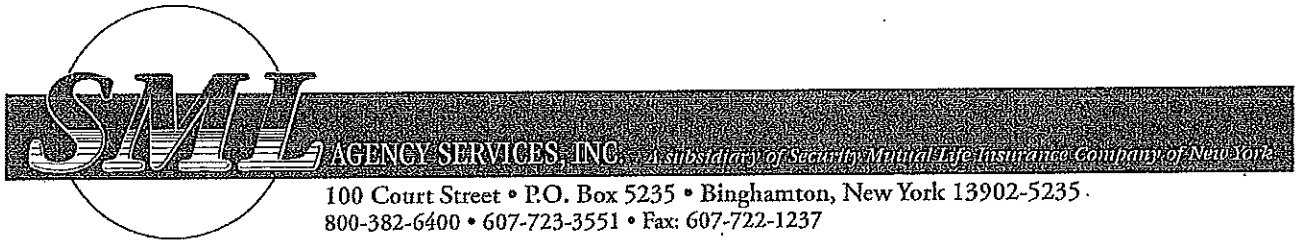
\_\_\_\_\_  
Signature Date

RETURN THIS FORM TO BERKSHIRE LIFE'S GENERAL AGENT

**California Resident Candidates Only:**

We will also be requesting a consumer credit report for employment or contracting purposes from IPC/Business Information Group. If you wish Business Information Group to send you a free copy of both this consumer credit report and any investigative report contemporaneously with it being sent to us, please check the following box, sign below, and return this form to Berkshire Life's General Agent:

\_\_\_\_\_  
Signature



## SCHEDULE OF PRODUCER COMPENSATION

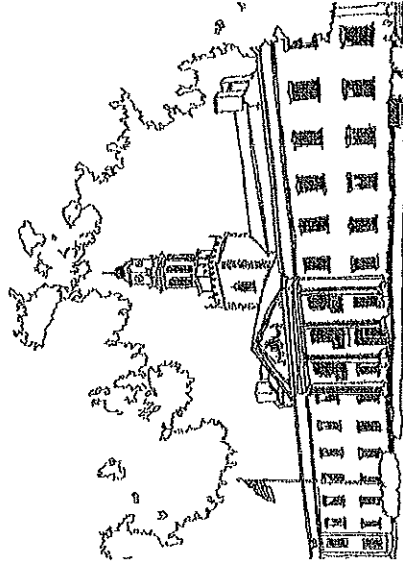
Producer Commissions and Service Fees—expressed as a percentage of premiums credited on the books of the company

### DISABILITY INSURANCE: (Berkshire Product Portfolio) (Eff. July 1, 2001)

Plan	Commissions For Policy Years		Service Fees 11th & Later
	1	2-10	
Non-Cancelable Disability (Except Step Rate)	50%	10%	5%
Disability Buy-Out	50%	10%	5%
Overhead Expense Policies	50%	10%	5%

1. SML Services shall determine commission rates on plans.
2. This Schedule is subject to change at any time without notice, but no change shall affect the commissions or service fees on any policies or contracts issued prior to the effective date of such change.
3. No commissions or service fees will be paid on premiums waived by the company.
4. No commissions shall be paid on any partial payment of any contractual first year premium unless or until the balance of such contractual premium is paid to and accepted by the company.
5. After termination of this Contract, no commissions will be paid upon the reinstatement of any policy remaining in a lapsed status for ninety days or more.
6. SML Services shall determine the commissions to be paid, if any, if insurance is replaced by new insurance.
7. Notwithstanding any of the above, the payment of commissions is subject to the normal accounting and administrative practices of SML Services.
8. Commissions are vested. Service fees are not vested; no service fees shall be payable after termination of this Contract.
9. If SML Services terminates this Contract pursuant to Section XIII.B., SML Services may cease payment of all commissions and service fees, any other provision in this Contract, including but not limited to "4" above, to the contrary notwithstanding.

PRINCIPLES OF  
ETHICAL PRACTICES  
AND  
MARKET CONDUCT



Berkshire Life  
Insurance Company of America

Berkshire Life  
Insurance Company of America

6

Berkshire Life Insurance Company of America  
Pittsfield, Massachusetts 01201  
[www.berkshirelife.com](http://www.berkshirelife.com)

AA301-7-2009

## To Our Brokers:

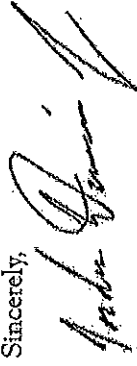
As a representative of Berkshire Life, you are part of an organization that prides itself on the integrity with which we conduct business. We act in the best interests of our policyowners and do our very best to assure that all who represent us in the marketplace share this core value. It is our goal, through your efforts, to provide high quality insurance protection to our policyowners in the most ethical, professional manner.

Quality is achieved through deep commitment to ethical principles and a strong system of values. These beliefs are embodied in the Berkshire Life Principles of Ethical Practices and Market Conduct. Developed by a team of home office and field members, the principles represent a minimum standard which serves as a benchmark to your success and to our success as a company. We strive to have our practices exceed this minimum standard, because we operate for the benefit of our policyowners. The principles reaffirm our adherence to our values and continued commitment to our customers, our Berkshire employees and representatives, and the community.

This pamphlet details the principles to which Berkshire Life is committed. Please read it carefully. If you have any questions regarding these principles or wish to discuss specific business conduct issues, please contact your General Agent.

I thank you for your continued commitment to these ethical principles, and hope you will continue to be proud of your association with Berkshire Life.

Sincerely,



Gordon G. Dinsmore Jr.  
President

## Berkshire Life Insurance Company of America Principles of Ethical Practices and Market Conduct

*It is the responsibility of every Broker in soliciting insurance products on behalf of Berkshire Life Insurance Company of America:*

- I. To uphold Berkshire's commitment to honest, fair and principled conduct.
- II. To maintain the highest standards of professional competence and ensure that each customer's best interests are served.
- III. To protect and maintain the confidentiality of all business and personal information pertaining to customers and prospective customers, and to safeguard all Company confidences.
- IV. To uphold Berkshire's commitment to preserving the integrity of the free enterprise system, and to comply with all applicable laws to reach that end.
- V. To use the best judgment and highest ethical standards in all business activities.
- VI. To provide advertising and sales materials that are both honest and fair, and contain full and adequate disclosures to allow customers to make informed decisions.
- VII. To know and comply with all provisions of applicable state and federal laws and regulations.



**SECURITY MUTUAL LIFE**  
 INSURANCE COMPANY OF NEW YORK  
 SECURITY MUTUAL BUILDING • 100 COURT ST.  
 P.O. BOX 1625 • BINGHAMTON, NY 13902-1625  
 607.723.3551 • www.smily.com

**COMPENSATION DIRECT DEPOSIT AUTHORIZATION**

**Note:** A separate form must be completed for each individual agent and on behalf of each corporation or entity agent. If your compensation is assigned, the bank information must be for the assignee, and the assignee must sign this form.

Individual Agent Name: \_\_\_\_\_  
 (Last) (First) (Middle Initial)

OR Corporation or Entity Agent Name: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_ (Last four digits of Social Security Number for individual agent OR last four digits of the TIN for corporation or entity agent)

The undersigned authorizes Security Mutual Life Insurance Company of New York ("Security Mutual") to deposit all net compensation (if any) from Security Mutual, SML Agency Services, Inc. and MetLife to the following bank account:

Bank Name: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_ Bank ABA Routing Number: \_\_\_\_\_

Name of Individual or Corporation or Entity Agent or Assignee as it appears on the Bank Account: \_\_\_\_\_

Bank Account Type:  Checking (attach a voided check)  Savings (attach imprinted deposit slip)

**A VOIDED CHECK MUST BE ATTACHED FOR DEPOSITS TO CHECKING ACCOUNTS**

Each of the undersigned agrees that: (1) It may take up to two pay periods before direct deposits will begin, during which time paper commission checks will be issued; (2) Any payments made to this account in error will be reversed; (3) To stop direct deposit or change the account to which compensation is deposited, the undersigned must notify Security Mutual at least 20 days prior to the next Field Closing Date.

Each of the undersigned agrees to release and forever discharge, indemnify and hold harmless Security Mutual, its officers, directors, employees, agents, subsidiaries and affiliates, of, from and against any and all damages, losses, claims, liabilities, suits, actions, costs or expenses, of any kind or nature, arising from or related, directly or indirectly, to the deposit of compensation pursuant to this Compensation Direct Deposit Authorization.

**SIGNATURES**

\_\_\_\_\_  
 Individual Agent's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name of Corporation or Entity Agent

\_\_\_\_\_  
 TIN Number in full \_\_\_\_\_

By \_\_\_\_\_  
 Signature of Authorized Officer

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 (please print)

\_\_\_\_\_  
 Date

**PLEASE RETURN THIS SIGNED ORIGINAL FORM TO SECURITY MUTUAL: AGENTS ACCOUNTS DEPARTMENT.**

FOR HOME OFFICE USE ONLY:

Agents Accounts \_\_\_\_\_  
 Processed by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Verified by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Treasury Department \_\_\_\_\_  
 Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

ACCT CNTL 28 \_\_\_\_\_  
 28 \_\_\_\_\_  
 28 \_\_\_\_\_