



Standard Terms and Conditions/ Life Agent Agreement

BGA Agents Insurance Services, Inc., a California corporation, doing business as BGA Insurance Services, is referred to herein as "BGA". The person, firm or corporation for which the Standard Terms and Conditions apply is referred to herein as "Agent". Agent and BGA are sometimes collectively referred to herein as the "Parties". These Standard Terms and Conditions are referred to herein as "Terms and Conditions".

1. **Acknowledgment/Acceptance of Terms and Conditions.** By Agent's execution of the Life Agent Agreement, accompanying these Terms and Conditions, Agent acknowledges that Agent has received a copy of these Terms and Conditions and understands and agrees that any and all policies placed through BGA shall be subject to and expressly governed by these Terms and Conditions.
2. **Compliance.** Agent shall comply with all: (i) federal, state and local laws, regulations and rules applicable to the Agent's solicitation of insurance products; and (ii) all rules, policies, procedures and standards which are provided to the Agent by BGA or by any BGA Carrier. In addition,
 - a. Agent shall hold all 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 BGA.
 - b. Agent shall complete pre-contracting or appointment paperwork with the applicable BGA Carrier prior to soliciting the sale of a product, if required.
 - c. Agent 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 Agent by BGA or any BGA Carrier, unless submitted and approved in writing by BGA and/or the BGA Carrier.

Agent shall at all times comply with all applicable insurance regulations and all other applicable state and federal laws and regulations, including, but not limited to:

- i. Title V of the Gramm-Leach-Bliley Act ("GLB") (15 U.S.C. 6801, et seq.);
- ii. 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;
- iii. 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";
- iv. 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);

- v. The restrictions on sending commercial faxes found in the TCPA and the regulations enacted under the TCPA; and
 - vi. 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”).
3. **Maintenance of Liability Insurance/Indemnity.** Agent shall at all times maintain liability insurance covering Agent and Agent’s employees against claims for damages based on actual or alleged professional errors or omissions, in an amount and with an insurer reasonably acceptable to BGA. Proof of such insurance coverage shall be furnished to BGA (upon request) and Agent shall notify BGA immediately if, for any reason, such insurance coverage ceases to be in effect.

Agent shall indemnify and hold harmless BGA 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.

4. **Accuracy of Records.** All information submitted by Agent (including any information contained in any application for any policy) shall be, to the best of Agent’s knowledge (after reasonable inquiry), accurate and complete, and any and all medical information concerning an insured that is submitted to BGA 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.
5. **Confidentiality.** Agent shall 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 Agent (“Consumers”) or who have a continuing relationship wherein the individuals have one or more insurance products and/or services through Agent (“Customers”), except as provided herein.

Agent shall not use or disclose, or permit any of its employees 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.

6. **Governing Law and Interpretation.** In the event of a dispute between Agent and BGA, the Parties agree that, notwithstanding the jurisdiction in which Agent is licensed, any such dispute shall be construed in accordance with the laws (excluding the laws relating to conflicts) of the State of California. Venue and jurisdiction in any action shall lie solely in Orange County, California. In the event of the arbitration or litigation of any such dispute, the prevailing party shall be entitled to recover reasonable attorney fees and costs.
7. **Independent Contractor Relationship.** The relationship between Agent and BGA is that of an independent contractor and BGA shall have no responsibility for: (i) withholding any portion of any consideration paid to Agent; (ii) any tax liability of Agent or any of its employees or representatives; and/or (iii) any employee benefit for or providing disability or workers compensation or unemployment insurance for Agent or any of its employees or representatives.



LIFE AGENT AGREEMENT

This Life Agent Agreement (“Agreement”) is entered into as of _____, by and between BGA Agents Insurance Services, Inc., a California corporation, doing business as BGA Insurance Services (“BGA”) and the Life Agent identified below (“Agent”).

1. **Commissions/Offset Rights.** Agent shall receive the commissions, in accordance with BGA's standard schedule of commissions, whether or not such compensation is received directly from any carrier or through or from BGA. In the event that any policy or contract is rescinded, cancelled, modified, reversed or surrendered, in whole or in part, or if any carrier refunds any premiums or contributions or pays out all or part of the policy, or if BGA or a carrier determines that Agent was not entitled to commissions, then Agent shall immediately repay, upon demand, any such sums, whether to the carrier or to BGA, as appropriate. In addition, BGA shall have a right to offset such repayment sums against any commissions or other compensation owed to Agent by BGA. This right of offset shall not be extinguished by the termination of this Agreement. Any sums to be repaid by Agent shall include any policies subject to recapture or for which BGA is otherwise charged back or in which Agent has been overpaid. Agent agrees that any reasonable attorneys' fees associated with the collection of such repayment sums shall be the responsibility of and shall be reimbursed by Agent to BGA.
2. **Terms and Conditions.** Agent acknowledges and agrees that Agent's employment is subject to those certain standard BGA Terms and Conditions, as attached hereto.
3. **Consent to Use of Information.** By the disclosure of basic contact information below, such information including address, phone number, fax number and e-mail address (the “Contact Information”), Agent hereby consents to allow BGA to use such Contact Information for marketing purposes.
4. **Effect of Termination.** Neither the termination of Agent's relationship with BGA, nor expiration of this Agreement, shall release or operate to discharge any party from any obligation that may have accrued prior to such termination or expiration. Agent acknowledges that, notwithstanding any such termination or expiration, the provisions of the attached Terms and Conditions shall continue to be binding upon Agent.

AGENT:

BGA Agents Insurance Services, Inc., a California corporation, doing business as BGA Insurance Services

Signed: _____

Signed: _____

Barry Zimmermann, Its President

Name: _____

Address: _____

Phone/Fax: _____

License No.: _____

E-mail: *(required)* _____