

Producer Set-Up Packet

USE HIGH RESOLUTION SCANNER OR HIGH QUALITY FAX

Social Security #: _____ Gender: _____ Date of Birth: ____/____/____

Email: _____ Resident Insurance: _____
Lic. # & State

Last Name: _____ First Name: _____ MI: _____

Phone: _____ Fax: _____ Cell: _____

Title: _____ Marital Status: _____ Maiden Name: _____

Driver's Lic. #: _____ DL State: _____

Residential Address (No PO Boxes)

Start Date: ____/____/____
City/State Not Needed

Line 1: _____ Line 2: _____ Zip code: _____

Mailing Address (No PO Boxes)

Start Date: ____/____/____
City/State Not Needed

Line 1: _____ Line 2: _____ Zip code: _____

Doing Business As: Individual Business Entity Solicitor/LOA

If DBA Solicitor/LOA, list who you are assigning commissions to: _____

Complete the following only if DBA a Business Entity:

EIN: _____ Business Name: _____ Website: _____

Your Title: _____ Phone: _____ Fax: _____

Principal Name: _____ Principal Title: _____ Email: _____

Company Type: Corporation Partnership LLC LLP

Corporate Address (No PO Boxes)

Start Date: ____/____/____
City/State Not Needed

Line 1: _____ Line 2: _____ Zip code: _____

Legal Questions for Contracting and Appointment Requests

Please answer the following questions. If you answer YES to any question, be sure to provide a full, detailed explanation including specific dates.

Name: _____

1	Have you ever been charged or convicted of or plead guilty or no contest to any Felony, Misdemeanor, federal/state insurance and/or securities or investments regulations or statutes? Have you ever been on probation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1A	Have you ever been convicted of or plead guilty or no contest to any Felony?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1B	Have you ever been convicted of or plead guilty or no contest to any Misdemeanor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1C	Have you ever been convicted of or plead guilty or no contest to a violation of federal or state securities or investment related regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1D	Have you ever been convicted of or plead guilty or no contest to a violation of state insurance department regulation or statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1E	Has any foreign government, court, regulatory agency, or exchange ever entered an order against you related to investments or fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1F	Have you ever been charged with a Felony?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1G	Have you ever been charged with a Misdemeanor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1H	Have you ever been on probation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Have you ever been or are you currently being investigated, have any pending indictment, lawsuits, or have you ever been in a lawsuit with an insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2A	Are you currently under investigation by any legal or regulatory authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2B	Have you been under investigation by any insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2C	Have you ever been or are you currently involved in any pending indictments, lawsuits, civil judgments or other legal proceedings (civil or criminal)(you may omit family court).	<input type="checkbox"/> Yes <input type="checkbox"/> No
2D	Have you ever been named as a defendant or codefendant in a lawsuit, or have you ever sued or been sued by an insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Have you ever been alleged to have engaged in any fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Have you ever been found to have engaged in any fraud?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Has any insurance or financial services company or broker-dealer terminated your contract or appointment or permitted you to resign for a reason other than lack of sales?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5A	Were you fired because you were accused of violating insurance or investment related statutes, regulations, rules or industry standards of conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5B	Were you fired because you were accused of fraud or the wrongful taking of property?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5C	Failure to supervise in connection with insurance or investment related statutes, regulations, rules or industry standards of conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Have you ever had an appointment with any insurance company denied or terminated for cause?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7	Does any insurer, insured, or other person claim any commission chargeback or other indebtedness from you as a result of any insurance transactions or business?	<input type="checkbox"/> Yes <input type="checkbox"/> No

8	Has any lawsuit or claim ever been made against your surety company, or errors and omissions insurer, arising out of your sales or practices, or, have you been refused surety bonding or E&O coverage?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8A	Has a bonding or surety company ever denied, paid on or revoked a bond for you? Or, have you ever had a claim filed against your surety company?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8B	Has any Errors & Omissions (E&O) carrier ever denied, paid claims on or cancelled your coverage? Or, have you ever had a claim filed against your E&O carrier?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9	Have you ever had an insurance or securities license denied, suspended, cancelled or revoked?	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	Has any state or federal regulatory body found you to have been a cause of an investment – or insurance – related business having its authorization to do business denied, suspended, revoked, or restricted?	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	Has any state or federal regulatory agency revoked or suspended your license as an attorney, accountant, or federal contractor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12	Has any state or federal regulatory agency found you to have made a false statement or omission or been dishonest, unfair, or unethical?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13	Have you had any interruptions in licensing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14	Has any state, federal or self-regulatory agency filed a complaint against you, fined, sanctioned, censured, penalized or otherwise disciplined you for a violation of their regulations or state or federal statutes? Have you ever been the subject of a consumer initiated complaint?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14A	Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14B	Has any state, federal, or self-regulatory agency filed a complaint against you, fined or sanctioned you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14C	Have you ever been the subject of a consumer initiated complaint?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15	Have you personally or any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or declared bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15A	Have you personally filed a bankruptcy petition or declared bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15B	Has any insurance or securities brokerage firm with whom you have been associated filed a bankruptcy petition or been declared bankrupt either during your association or within five years after termination of such association?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15C	Is the bankruptcy pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16	Are there any unsatisfied judgments, garnishments or liens against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17	Are you connected in any way with a bank, savings & loan association, or other lending or financial institution?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18	Have you ever used any other names or aliases?	<input type="checkbox"/> Yes <input type="checkbox"/> No
19	Do you have any unresolved matters pending with the Internal Revenue Service or other taxing authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you answered any questions YES, provide an explanation that includes dates, actions, and descriptions. Attach additional paper if necessary.

I attest that the information I have provided is true to the best of my knowledge. I acknowledge that if any information changes, I will notify my agency office within 5 days of such change. Further, I understand that my agency may contact me when I need to answer carrier specific questions.

Signature: _____

Date: _____

LETTER OF EXPLANATION

Date of Action: ____/____/____

Action: _____

Reason: _____

Explanation: _____

Date of Action: ____/____/____

Action: _____

Reason: _____

Explanation: _____

Date of Action: ____/____/____

Action: _____

Reason: _____

Explanation: _____

***NOTE* Use additional paper if necessary**

LICENSES

AML Provider: LIMRA NONE OTHER Date Completed: ____/____/____

If Other, Provide Certificate of Completion.

Are you a Registered Rep with FINRA? Yes No

If Yes, Broker/Dealer Name: _____ *CRD #:* _____

Please list any Honors you currently hold: _____

ELECTRONIC FUND TRANSFERS (EFT)

Account Owner Name (Required): _____

Transit/ABA #: _____

Account #: _____

Financial Institution Name: _____

Branch Address: _____

City: _____ State: _____ Zip: _____

Account Type: Checking Saving Phone: _____

By signing below I hereby authorize the Company to initiate credit entries and, if necessary, adjustments for credit entries in error to the checking and/or savings account indicated on this form. This authority is to remain in full effect until the Company has received written notification from me of its termination. I understand that this authorization is subject to the terms of any agent or representative contract, commission agreement, or loan agreement that I may have now, or in the future, with the Company.

Signature: _____ Date: _____

Attach copy of the check here for checking account or
deposit slip for saving account:

History

****NOTE* Attach additional info if needed***

Employment -- Please provide past 5 years of employment history:

From: ___/___/___ To: ___/___/___

Company: _____ Position: _____

Location: _____

From: ___/___/___ To: ___/___/___

Company: _____ Position: _____

Location: _____

From: ___/___/___ To: ___/___/___

Company: _____ Position: _____

Location: _____

Address History -- Please provide past 5 years of address history:

****NOTE* Attach additional info if needed***

From: ___/___/___ To: ___/___/___ ***City/State Not Needed***

Line 1: _____ Line 2: _____ Zip code: _____

From: ___/___/___ To: ___/___/___ ***City/State Not Needed***

Line 1: _____ Line 2: _____ Zip code: _____

From: ___/___/___ To: ___/___/___ ***City/State Not Needed***

Line 1: _____ Line 2: _____ Zip code: _____

Replace this page with a copy of your E&O Insurance Certificate of Coverage

IMPORTANT: E & O Certificate must list your full name as the insured.
Please refer to the following examples.

CORRECT:

My Insurance Agency Inc.

Joe Agent

123 Main Ave

City, State, 12345

INCORRECT:

My Insurance Agency Inc.

123 Main Ave

City, State, 12345

If individual name is not listed correctly please provide a letter from the E&O
Carrier listing agents covered under agency policy.

Signature Authorization

PLEASE READ THIS AUTHORIZATION, SIGN IN THE BOX BELOW AND SUBMIT THIS FORM BY FOLLOWING THE INSTRUCTIONS PROVIDED ON THE COVER PAGE.

I, _____, hereby authorize SureanceBay, LLC and its general agency customers (the "Authorized Parties") to affix or append a copy of my signature, as set forth below, to any and all required signature fields on forms and agreements of any insurance carrier (a "Carrier") designated by me through the SureLC software or through any other means, including without limitation, by e-mail or orally. The Authorized Parties shall be permitted to complete and submit all such forms and agreements on my behalf for the purpose of becoming authorized to sell Carrier insurance products. I hereby release, indemnify and hold harmless the Authorized Parties against any and all claims, demands, losses, damages, and causes of action, including expenses, costs and reasonable attorneys' fees which they may sustain or incur as a result of carrying out the authority granted hereunder.

By my signature below, I certify that the information I have submitted to the Authorized Parties is correct to the best of my knowledge and acknowledge that I have read and reviewed the forms and agreements which the Authorized Parties have been authorized to affix my signature. I agree to indemnify and hold any third party harmless from and against any and all claims, demands, losses, damages, and causes of action, including expenses, costs and reasonable attorneys' fees which such third party may incur as a result of its reliance on any form or agreement bearing my signature pursuant to this authorization.

Please sign in the center of the box below. Please use BLACK ink.



PRODUCERIDXXX



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)* _____