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## LICENSING REQUIREMENTS

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Please include the following requirements and Fax to **425-453-0909**  
Or E-Mail to **Contracting@theannuitysourceinc.com**

### **Contracting Requirements**

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- Completed Contracting Packet
- Copies of all Resident and Non-Resident Licenses
- Current E&O Coverage Declaration Page
- Voided Check for EFT
- If you answered “yes” to any question re: special circumstances, please include an Explanation Document.

### **Training Requirements**

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- If you are submitting new business with contracting, please provide a copy of the client application. Also please ensure you have completed the Carrier Product Training PRIOR to dating any new business.
- If applicable, provide a copy of your NAIC state required suitability training completion certificate.
- Please complete your AML Training via the LIMRA site.

<https://aml.limra.com>

**Username:** First four letters of last name and last six of the social - all lowercase

**Password:** First time users will use the last name (lowercase)

**Licensing Questions please call:**

**800-743-4930**

[www.theannuitysourceinc.com](http://www.theannuitysourceinc.com)



# Appointment Checklist for General Agent under Master General Agent – Bundled

Fixed [including Fixed Index] Annuity Products



## Instructions for Producers:

1. Please complete all forms indicated below. Please PRINT clearly.
2. Send your completed paperwork directly to your IMO for required signature.
3. Retain a copy of all pages for your records.

For more information or assistance, please call 877-253-2323.

## Instructions for IMOs:

1. Please sign on page 4 of Appointment Application.
2. Return the completed forms indicated below by mail or fax to:

Delaware Life  
P.O. Box 758581  
Topeka, KS 66675-8581  
Fax Number: 785-286-6119

## 1 COMPLETE AND/OR SIGN

Complete all forms required for Appointment in their entirety.

- Appointment Application for General Agent under MGA  
Appointment Application for Agent under General Agent
- If electing to receive commissions by EFT, Direct Deposit Authorization form (see attached) and voided check (copy)
- General Agent Agreement  
Agent under Master General Agent Agreement
- W-9 for IMO (see attached)
- Pre- Contracting Inquiry Release (see attached)
- Commission Assignment form, if applicable
- Agent Hierarchy Form

## 2 ADDITIONAL ATTACHMENTS

Additional attachments are required on your part.

- Certificate of completion for Annuity Product Training
- Signed Certificate of completion for Product Specific Training
- Attach a copy of all current resident and, if applicable, non-resident licenses of the states in which you wish to be appointed
- Attach applicable state required appointment documents
- Attach voided check to Direct Deposit Authorization form, if desired

## 3 SAVE AND FILE

Save and file all pages. **You do not need to include a copy of these forms with your completed paperwork. These are for your records.**

- A Summary of Your Rights Under the Fair Credit Reporting Act
- Notice Regarding Background Investigation Pursuant To California Civil Code 1786.22
- Notification per California Civil Code 1786.16



# General Agent under Master General Agent Agreement

Please PRINT clearly.

MGA
CO-MGA (IF APPLICABLE)

General Agent Agreement between Delaware Life Insurance Company (hereinafter referred to as "the Company"), a Delaware corporation, and

GENERAL AGENT
ADDRESS

The Company and General Agent agree as follows

1. **APPOINTMENT AS GENERAL AGENT.** General Agent desires to enter into this General Agent Agreement (this "Agreement") with the Company and to be appointed as an agent of the Company for the purpose of selling insurance or annuity plans (hereafter "Contracts") for which a Compensation Schedule is attached to this Agreement. The appointment of General Agent is subject to the approval of the Company
2. **EFFECTIVE DATE.** Provided the General Agent holds the requisite licenses and has been approved for appointment by the Company, this Agreement shall take effect on the date the Company approves the General Agent's appointment.
3. **APPOINTMENT OF AGENTS.** General Agent may recommend persons for appointment as agents of General Agent and of the Company ("Agents") to solicit applications for the Contracts in conformance with all applicable laws. Each Agent must enter into an Agent Agreement with the Company. The appointment of any Agent is subject to the approval of the Company.
4. **DUTIES AND RESPONSIBILITIES OF GENERAL AGENT AND ITS AGENTS.**
  - a. General Agent shall conduct all solicitations for the Contracts directly or through its duly authorized Agents, and in conformance with all applicable laws. Contract sales shall be solicited only if General Agent or its Agent possesses the required licenses and appointments and only in states where the Company is authorized to sell the Contracts. The authority of General Agent and its Agents to continue soliciting sales of the Contracts shall be contingent upon their continuing possession of the required licenses and appointments. General Agent agrees to notify the Company immediately if General Agent or any of its Agents ceases to hold the requisite licenses.
  - b. General Agent acknowledges and agrees that it, and not the Company, shall be responsible for paying any compensation to its Agents. General Agent acknowledges and agrees that it will pay compensation to an Agent only for sales solicited when the Agent possesses the required licenses and appointments and in a state where the Company is authorized to sell the Contracts.
  - c. General Agent represents and warrants to the Company that it shall comply with all applicable laws, rules and regulations, including without limitation all applicable licensing and registration requirements ("Applicable Law") in the performance of this Agreement. General Agent represents and warrants to the Company that it has and at all times will have policies and procedures reasonably designed to comply with Applicable Law. General Agent shall comply with any written policies, rules and regulations of the Company.
  - d. General Agent shall have the responsibility to supervise all Agents appointed under this Agreement. In addition, General Agent represents and warrants to Company that General Agent shall establish rules and procedures as necessary to provide diligent supervision of its Agents.
  - e. General Agent shall review all applications for the Contracts and promptly forward them to the Company together with any purchase payments received with such applications, without deduction for any compensation. The Company has the right to reject any application for a Contract and return any purchase payment made in connection therewith.
  - f. General Agent will offer and sell the Contracts only in accordance with the terms and conditions of this Agreement, and will make no representations not included in any supplemental material approved by the Company. General Agent shall not use, or permit its Agents to use, sales material or advertising with regard to the Contracts or the Company without the prior written approval of the Company.

*continued on next page*

## GENERAL AGENT UNDER MASTER GENERAL AGENT AGREEMENT (CONTINUED)

- g. General Agent shall obtain and keep in place professional insurance coverages, including errors and omissions, in an amount as required by the Company from time to time. General Agent shall provide Company with thirty (30) days advance written notice of any cancellation, termination, or material alteration of, or any reduction in, such coverage. Upon Company's request, Company shall have the right to inspect or obtain a copy of the original policies of insurance.
5. **JOINT DUTIES AND OBLIGATIONS.** The Company and General Agent agree to cooperate with each other in connection with any regulatory investigation or customer complaint, directly or indirectly involving General Agent, any of its Agents, or any person affiliated with any of them to the extent such investigation or complaint involves the distribution of Contracts under this Agreement. As used herein, the term "customer complaint" means a written or electronic communication expressing a grievance either directly from a Contract holder or from his or her legal representative or from any governmental agency on behalf of a Contract holder or his or her legal representative. In the event of such a regulatory investigation or customer complaint, each party specifically agrees to notify the other party promptly in writing upon receipt of notice of such investigation, proceeding or complaint.
6. **SALES LITERATURE AND SUPPORT.** The Company provides neither standard sales literature nor direct sales support to General Agent and Agents. Such literature and support is the responsibility of the Master General Agent designated above (the "MGA") or, if applicable, the Co-Master General Agent designated above (the "Co-MGA").
7. **COMPENSATION OF GENERAL AGENT.**
- a. **General.** General Agent shall be paid compensation for the sale of Contracts as set forth in the attached Compensation Schedule(s). If this Agreement terminates for any reason, no further payments of any kind will be made to General Agent unless the attached Compensation Schedule(s) expressly provides otherwise. Any Compensation Schedule may be changed or replaced prospectively by the Company as of a specified date, provided such date is at least 10 days after the date the change is mailed to General Agent's last known address. Any such change will apply to Contracts issued on or after the effective date of the change, and may also apply, at the Company's discretion, to all premiums received on or after such effective date.
- b. **Chargeback and Offset of Payments.** The Company has the right to charge back any compensation under the conditions stated in the Compensation Schedule(s). In addition, the Company reserves the right to charge back the General Agent's compensation in the event a Contract is revoked or a Contract payment is refunded for any reason. The Company may, for any reason, offset any debts owed to it (or any of its affiliates or subsidiaries) by the General Agent against any claim for compensation to the General Agent under this Agreement, and such debts shall be a first lien against any compensation due the General Agent hereunder. The General Agent may not offset against such debts any compensation accrued or to accrue hereunder but not yet payable to the General Agent.
8. **LIABILITY AND INDEMNIFICATION.** The Company shall not be liable for any obligation, act or omission of General Agent or any of its Agents, including any act or omission in connection with the solicitation, distribution, or servicing of Contracts. General Agent shall indemnify and hold harmless the Company against any loss, liability, claim, damage or expense (including the reasonable cost of investigation and reasonable attorney fees) arising out any act or omission by General Agent or its officers, employees, agents (including Agents) or representatives, or any breach of this Agreement by General Agent.
9. **TERM AND TERMINATION.** This Agreement shall take effect on its Effective Date and shall continue from year to year thereafter unless it is sooner terminated in accordance with the provisions of this section.
- a. **Voluntary Termination.** This Agreement may be terminated for any reason by either party. Such termination will become effective 5 days after the mailing of the notice of termination to the other party's last known address.
- b. **Termination for Cause.** This Agreement may also be terminated by the Company for cause (violation of any of the terms of this Agreement), in which case the termination will become effective upon the mailing of a notice of termination to the General Agent's last known address. Failure of the Company to terminate this Agreement upon knowledge of a cause shall not constitute a waiver of the right to terminate at a later time for such cause.
- c. **Automatic Termination.** This Agreement will terminate automatically if General Agent shall cease to hold any requisite licenses.
- d. **Survival.** Only sections 5, 7(b), 8, 10, and 15, and the chargeback and offset provisions in section 7(b) shall continue in force after any termination of this Agreement.
- e. **Right to Contract/Appoint Post-Termination.** Upon any termination of this Agreement, the Company may, in its sole discretion, continue to do business with any Agent who was initially appointed during the term of this Agreement. Without limiting the foregoing, if after the term of this Agreement the Company elects to contract, appoint, or otherwise continue to do business with any such Agent, the Company shall not be obligated to pay General Agent compensation on any business thereafter sold by such Agent.
10. **ASSIGNMENT.** This Agreement, or any compensation due hereunder, may not be assigned by General Agent except with the prior written consent of the Company.
11. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

continued on next page

**GENERAL AGENT UNDER MASTER GENERAL AGENT AGREEMENT (CONTINUED)**

**12. NOTICE.** All notices relating to this Agreement shall be sent to the following addresses, or to such other address as a party may request by giving written notice to the other party:

If to the Company:

Delaware Life Insurance Company  
 Attn: Legal Department  
 Mail Zone 581  
 5801 SW 6th Avenue  
 Topeka, KS 66636

If to the General Agent:

General Agent's last known address


**13. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties and supersedes all prior agreements between the parties with respect to the subject matter hereof and thereof. No party shall be bound by any amendment or any other promise, agreement, understanding or representation unless it is made by an instrument in writing and signed by both parties.

**14. INDEPENDENT CONTRACTOR.** General Agent is performing the acts covered by this Agreement in the capacity of independent contractor and not as an employee of the Company. The parties intend for General Agent to be an independent contractor and all provisions in this Agreement shall be construed in accordance with this intention.

**15. LIMITATIONS ON AUTHORITY.** General Agent shall have only the authority expressly granted in this Agreement and agrees not to:

- a. endorse, deposit, cash, or otherwise negotiate any check drawn to the Company's order, or to open any bank account in the Company's name, or to sign the Company's name in any circumstances, or to have any checks or promissory notes printed with the Company's name thereon.
- b. endorse, deposit, cash or otherwise negotiate any check drawn by the Company to the order of any payee other than the General Agent.
- c. place the Company under any legal obligation which is not within the express authority granted by the Company in this Agreement, or elsewhere in writing.

- d. accept risks of any kind, to make, modify or discharge Contracts, to extend the time for paying the premium, to waive forfeitures or any of the Company's rights or requirements, to bind the Company by any statement, promise or representation, to agree with any applicant to any extra premium for extra risks or to collect any moneys other than as may be provided in this Agreement.
- e. advertise or publicize the Company's name by using it in any advertising or publicity medium, including websites, electronic postings, newspapers, magazines, television or radio broadcasts, or any other written or electronic means unless the content of such advertising or publicity has first been submitted to, and approved and authorized by the Company in writing.
- f. sign as a witness to any person's signature on any application or other paper relating to the Company's business (such as health certificates, amendments, questionnaires, etc.) unless that signature is written in the General Agent's presence.
- h. sign the name of another person, such as an applicant, insured, policy owner, beneficiary, assignee or otherwise, whether or not such person consents thereto.
- i. keep custody of a Contract, for a period longer than is necessary for purposes of analysis, record organization and review for servicing (rather, all Contracts must be delivered to their respective owners in an expedient manner and in conformance with applicable law).
- j. be the assignee, owner or beneficiary of any policy issued by the Company, other than a policy on the General Agent or on a member of the General Agent's family.
- k. represent the Company in any manner whatsoever before any state insurance department, or official thereof, or any governmental agency, such matters must be submitted to the Company for the attention of a Company officer.
- l. affix stamps or labels on Contracts, Contract envelopes or literature of the Company in such a way as to obliterate or modify in any way the printed matter thereon.

DELAWARE LIFE INSURANCE COMPANY	
James Lemkin	
AUTHORIZED SIGNER	
X	
TITLE	
Assistant Vice President, Annuity Operations	
NAME OF GENERAL AGENT	
AUTHORIZED SIGNER	
X	
TITLE	
DATE (MM/DD/YYYY)	
/ /	

# General Agent Agreement

Unless otherwise stated herein, this Compensation Schedule is Effective September 1, 2015



DELAWARE LIFE

>Throughout this form, "the Company" refers to the issuing company. <sup>1</sup>

## ***Pinnacle MYGA<sup>SM</sup> Single Premium Deferred Annuity with MVA***

Interest Rate Period	Issue Age	Commission Rate
3yr	0-80	2.00%
	81-85	1.00%

Interest Rate Period	Issue Age	Commission Rate
5yr	0-80	2.50%
	81-85	1.25%
7yr	0-80	2.50%
	81-85	1.25%

Interest Rate Period	Issue Age	Commission Rate
10yr	0-80	3.00%
	81-85	1.50%

## ***Retirement Chapters 10<sup>SM</sup> Flexible Premium Deferred Annuity***

### ***Option 1 – Up-Front Commissions***

Contract Years	1	2	3	4	5	6	7&8
Ages	Up-Front						
21-75	7.50%	6.00%	5.00%	4.00%	3.00%	2.00%	1.00%
76-80	3.75%	3.00%	2.50%	2.00%	1.50%	1.00%	.50%

### ***Option 2 – Trail Commissions***

Contract Years	1	2	3&4	5-8	All
Ages	Up-Front				Trail Commission*
21-75	2.75%	2.00%	1.00%	.50%	.50%
76-80	1.38%	1.00%	.50%	.25%	.50%

\*One fourth of the annual trail commission is multiplied by the account value on the last day of the contract quarter, net of premiums received within the last 15 months, and paid quarterly beginning at the end of the fifth contract quarter.

### ***General Agent Agreement***

This Compensation Schedule is attached to and made part of the General Agent Agreement between General Agent and the Company. This schedule shall remain in effect subject to the terms of the General Agent Agreement, until such time as the Company notifies General Agent that a new schedule shall take effect.

The compensation provided by this Compensation Schedule will be paid only so long as General Agent is "general agent of record" for a contract covered by this Compensation Schedule (a "Contract"). If an agent of the General Agent solicited the application, General Agent will be deemed to be recognized as the "general agent of record" for the Contract unless and until the Contract's owner designates someone else and the Company approves such designation.

### ***Compensation Chargebacks***

In the event any Contract is partially or totally surrendered within the first twelve (12) months of any guaranteed interest rate period, there will be a chargeback of 100% of the compensation attributable to the amount surrendered. In the event of death of any owner within the first twelve (12) months of any guaranteed interest rate period, there will be a chargeback of 100% of the compensation.

### ***Refund of Premiums or Purchase Payments***

Should any premium under any Contract be refunded for any reason, Payee shall repay or return any commissions received with respect to such premium.

### ***Internal Replacements***

Contracts issued by the Company as a result of an internal replacement originating from an existing Contract will be subject to a reduced commission rate set by the Company. The concurrent termination of one Contract and issue of another will be treated as a replacement and no compensation will be paid in connection with the new Contract. Similarly, any amount paid to a Contract owner and subsequently returned for application to a newly issued Contract will be treated as if it was transferred directly and no compensation will be paid in connection with the new Contract.

<sup>1</sup> Delaware Life policies and contracts are issued by Delaware Life Insurance Company (Wellesley Hills, MA) in all states except New York. In New York, contracts are issued by Delaware Life Insurance Company of New York (New York, NY). Variable contracts are distributed through Clarendon Insurance Agency, Inc. All three companies are members of the Delaware Life group of companies.

### **Miscellaneous**

No compensation will be paid on any premium that represents, in whole or in part, the surrender or loan proceeds of any life insurance policy, annuity contract, or premium fund deposit agreement issued by the Company or any affiliated company.

A compensation reduction may apply for any Contract(s) issued on the same client for which the total premium in aggregate exceeds \$1,000,000.

If any chargeback amount exceeds compensation otherwise due, General Agent shall promptly pay back the amount of the excess following a written demand by the Company. The Company reserves the right to offset any indebtedness, including commission chargebacks, against any other compensation or payments otherwise due General Agent.

This Compensation Schedule applies to all of Contracts: (1) that are issued after the effective date stated on this page; and (b) for which General Agent is the "general agent of record." This Compensation

Schedule also applies to Contracts for which another general agent is original "general agent of record" from the date when General Agent becomes "general agent of record," provided that the premiums under such Contracts have always been subject to the same compensation option that applies under this Compensation Schedule.

If the General Agency Agreement to which this Compensation Schedule applies terminates, no further compensation of any kind will be made to General Agent.

The Company reserves the rights to change or replace this Compensation Schedule by giving at least ten (10) days prior written notice via electronic mail or U.S. mail to General Agent. Any such change or replacement will apply to (1) Contracts issued pursuant to applications signed and received by the Company in a form acceptable to the Company on or after the stated effective date of such change or replacement, and (2) all premiums received on or after the stated effective date.

## 2015 Retirement Chapters 10<sup>SM</sup> Bonus Compensation Addendum



DELAWARE LIFE

>Throughout this form, "the Company" refers to the issuing company. <sup>1</sup>

This addendum supplements, and is part of your General Agent Agreement with the Company.

### Agent Bonus Compensation

General Agents' whose total Retirement Chapters 10<sup>SM</sup> issued premiums for calendar year 2015 equal or exceed \$350,000, will receive an additional, lump sum, 0.50% in compensation, retroactive to dollar one, payable in February, 2016. Levels and payouts are detailed in the below table:

FIA Issue Premium	\$0 - <\$350,000	>=\$350,000
FY 2015	0 bps	50bps

Pending business as of 12/31/2015 is eligible for the bonus compensation, provided the funds are received and contracts are issued prior to 1/31/2016.

### Compensation Chargebacks

All additional compensation detailed in this addendum are subject to Compensation Chargeback terms detailed in the General Agent Agreement Compensation Schedule.

### Modifications

These Compensation Guidelines may be modified by Delaware Life Insurance Company with respect to any contracts written after the effective date thereof. This modification supersedes all prior Compensation guidelines.

<sup>1</sup> Delaware Life policies and contracts are issued by Delaware Life Insurance Company (Wellesley Hills, MA) in all states except New York. In New York, contracts are issued by Delaware Life Insurance Company of New York (New York, NY). Variable contracts are distributed through Clarendon Insurance Agency, Inc. All three companies are members of the Delaware Life group of companies.





# Appointment Application for General Agent under Master General Agent

Delaware Life Insurance Company

## 1 HIERARCHY INFORMATION

MGA
OO-MGA (IF APPLICABLE)
GA

(Note: If commissions are not to be paid to an Individual General Agent then the Agency/Entity must be appointed and a Commission Assignment form must be completed.)

## 2 PERSONAL DATA (INDIVIDUAL AND ENTITY IF APPLICABLE)

NAME	MALE	FEMALE	DATE OF BIRTH (MM/DD/YYYY)
			/ /
ENTITY NAME (IF APPLICABLE)			
SOCIAL SECURITY NUMBER	TAXPAYER ID (IF ENTITY)		
BUSINESS ADDRESS			
RESIDENCE ADDRESS			
BUSINESS PHONE	RESIDENCE PHONE		
FAX NUMBER	E-MAIL ADDRESS		

## 3 STATES IN WHICH I WOULD LIKE TO SELL FIXED ANNUITY PRODUCTS (INCLUDING FIXED INDEX ANNUITY)

RESIDENT STATE	LICENSE #	TYPE	EXP. DATE (MM/DD/YYYY)
			/ /
NON-RESIDENT STATE	LICENSE #	TYPE	EXP. DATE (MM/DD/YYYY)
			/ /
NON-RESIDENT STATE	LICENSE #	TYPE	EXP. DATE (MM/DD/YYYY)
			/ /

Attach a copy of all current resident and, if applicable, non-resident licenses of the states in which you wish to be appointed.

Attach applicable state required appointment documents.

## 4 BROKER DEALER FINRA AFFILIATION

NAME	CRD NUMBER
ADDRESS (NUMBER AND STREET)	
CITY	STATE
	ZIP CODE

If no FINRA affiliation, please check here:

**5 PRODUCER APPOINTMENT QUESTIONNAIRE**

If any of the following questions are answered with a yes, please attach a full explanation and include applicable documentation.

- 1. Have you ever filed a bankruptcy petition or been declared bankrupt or insolvent?..... Yes No
- 2. Has any insurer you represented, including Delaware Life Insurance Company, Sun Life Assurance Company of Canada (U.S.) and/or any of its affiliated companies, ever terminated your agent's or producer's contract or appointment for any other reason than low production?..... Yes No
- 3. Has any federal or state regulatory or supervisory agency ever taken any disciplinary action against you, including suspension or revocation of any of your licenses or other monetary or non-monetary sanction?..... Yes No
- 4. Do you have Errors & Omissions (E&O) coverage? (coverage is mandatory)..... Yes No

E&O COVERAGE CARRIER	POLICY NUMBER	EXP. DATE (MM/DD/YYYY) / /
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- 5. Has a bonding company denied, paid on, or revoked a fidelity bond for you? ..... Yes No
- 6. Have you been a party to any Errors & Omissions claim in the last five years? ..... Yes No
- 7. a. Do you engage in any other business under your own name or any other (D/B/A) name?..... Yes No
- b. Are you or have you at any time in the past 5 years been a partner, officer or director of any other business? ..... Yes No
- 8. Do you currently have any open state or federal levy tax lien, or garnishments?..... Yes No
- 9. With the exception of routine traffic violations, have you ever been convicted of, pled guilty to, or nolo contendere (no contest) in a court, or are you currently charged with any felony or crime involving insurance or investments, fraud, dishonesty, false statement or omissions, wrongful taking of property, perjury, or forgery?..... Yes No
- 10. Are you currently party to any litigation or the subject of any investigation, or any judgments pending?..... Yes No
- 11. Are you in debt or do you have any unsatisfied obligations to any insurance company?..... Yes No
- 12. Are you aware of any complaint, investigation, or proceeding that is pending, which could result in a change to any answer provided above?..... Yes No
- 13. Do you use any advertisements or other sales materials, including seminars, direct mail, print, or other media, or any sales tracks, which are intended to solicit or lead to solicitation of insurance or annuity products, other than materials that are approved proprietary materials of an insurance company or its FINRA broker-dealer affiliate?..... Yes No

In accordance with my appointment with Delaware Life Insurance company ("the Company"), I acknowledge that my authority resulting from such appointment, if any, shall be expressly limited to the solicitation of applications for approved products of the Company.

In connection therewith, I agree not to:

- (i) make, alter, or discharge the Company's policies or modify any forms relating thereto;
- (ii) make any endorsements on policies; waive forfeitures; quote premium rates other than those published by the Company; guarantee or alter published dividend scales or interest rates;
- (iii) misrepresent orally or in writing, including by means of any illustration or comparable document, the terms and conditions of any insurance policy, annuity or other product offered by or distributed through the Company;
- (iv) incur any expense or create any liability or debt for which the Company would be responsible or bind the Company in any way without the written consent of an authorized officer of the Company;
- (v) conduct any business in the name of the Company, directly or indirectly, other than the solicitation, sale and servicing of the Company's policies;
- (vi) issue, use, modify or allow to be published circulars, advertisements, illustrations or other materials relating to the Company or its policies and services unless such publication has been approved in writing by an authorized officer of the Company;

- (vii) demand or accept any remuneration in connection with or incidental to the solicitation, sale and servicing of the Company's products, except from the Company;
- (viii) become or allow any producer to become the primary delivery address for policy holder communications;
- (ix) send out any material or mailers in connection with the Company that has not been pre-approved by the Company;
- (x) pay any premium to the Company on behalf of any applicant or policyholder;
- (xi) engage in any conduct which violates applicable laws, rules, and regulations in any jurisdictions.

I agree to abide by the principles, policies, procedures, and rules which the Company has or may establish from time to time, whether published in print or located on the Company's producer website at [www.delawarelife.com](http://www.delawarelife.com). I also acknowledge and agree that it is my obligation to obtain and review the the Company's current policies and guidelines.

I agree to obtain and keep in place professional insurance coverages, including errors and omissions, in an amount as required by the Company from time to time, and will provide the Company with thirty (30) days advance written notice of any cancellation, termination, or material alteration of, or any reduction in, such coverage. Upon Company's request, Company shall have the right to inspect or obtain a copy of the original policies of insurance.

I agree to receive ongoing Anti-Money Laundering Training and to provide the Company with documentation of the completion of such training upon request from the Company.

Explain all YES answers below. If additional space is needed please attach a separate piece of paper.

I certify that the above statements in the Producer Appointment Questionnaire are true and agree to abide by the terms and conditions set forth in the above Producer Acknowledgment.

If I am currently appointed with the Company through my broker/dealer for non-registered fixed index annuity products ("FIA"), then I acknowledge that this appointment, and any resulting General Agent contract and compensation schedules, will not apply to FIA, but applies only to other fixed annuity products.

PRODUCER'S SIGNATURE

X

DATE (MM/DD/YYYY)

/ /

**IMD Due Diligence Statement**

I have performed a reasonable due diligence review on the proposed producer and, based on such review, I hereby recommend approval of his/her appointment with Delaware Life Insurance Company.

PRINT IMD'S NAME

IMD'S SIGNATURE

X

DATE (MM/DD/YYYY)

/ /



# Agent Hierarchy Information

Throughout this form, "the Company" refers to the issuing company.<sup>1</sup>

Please complete the hierarchy information for each Agent contracting with Delaware Life. This sheet must accompany all new contracting agreements. List all hierarchy levels including the agent/agency.

## 1 MARKETING ORGANIZATION INFORMATION

AGENT NAME (AS IT APPEARS ON LICENSE) (FIRST, MI, LAST)

- New Agent – Individual  
 New Agent – Corporation  
 Hierarchy change. Please explain: \_\_\_\_\_

### Product

Check both boxes if hierarchies are the same for all products  FIA  MYGA

Hierarchy Level	Producer/Distributor Name	SSN or Tax ID Number	DL Agent Code
MGA (IMO) <b>(REQUIRED)</b>			
CO-MGA (B/D OR AGENCY)			
GA (AGENT, AGENCY, OR B/D) <b>(REQUIRED)</b>			
LOA <b>(LICENSED ONLY AGENT)</b>			

## 2 NEW BUSINESS SUBMITTED

- No  
 Yes

OWNER'S NAME (FIRST, MI, LAST) DATE SUBMITTED (MM/DD/YYYY)  
/ /

## 3 SIGNATURE AND ACKNOWLEDGEMENT

Accepted and agreed to:

AUTHORIZED SIGNATURE – DISTRIBUTOR (IMO)  
X

<sup>1</sup> Delaware Life Insurance Company is authorized to do business in Puerto Rico, the U.S. Virgin Islands, the District of Columbia, and all states except New York. Delaware Life Insurance Company of New York is authorized to do business in New York and Rhode Island. Both companies are members of the Delaware Life group of companies. Each of these companies is responsible for its own financial condition and contractual obligations.



# Agent under General Agent Agreement

Please **PRINT** clearly.

MGA
CO-MGA (IF APPLICABLE)
GENERAL AGENT

Agent Agreement between Delaware Life Insurance Company (hereinafter referred to as "the Company"), a Delaware corporation, and

AGENT
ADDRESS

The Company and Agent agree as follows:

1. **APPOINTMENT AS AGENT.** Agent desires to enter into this Agent Agreement (this "Agreement") with the Company and to be appointed as an agent of the Company for the purpose of selling insurance or annuity plans (hereafter "Contracts") identified under the Company's General Agent Agreement with the General Agent designated above. The appointment of Agent is subject to the approval of the Company.
2. **EFFECTIVE DATE.** Provided the Agent holds the requisite licenses and has been approved for appointment by the Company, this Agreement shall take effect on the date the Company approves the Agent's appointment.
3. **DUTIES AND RESPONSIBILITIES OF AGENT.**
  - a. Agent shall conduct all solicitations for sales of the Contracts in conformance with all applicable laws. Agent shall solicit sales of the Contracts only if Agent possesses the required licenses and appointments and only in states where the Company is authorized to sell such Contracts. The authority of Agent to continue soliciting sales of the Contracts shall be contingent upon Agent's continuing possession of the required licenses and appointments. Agent agrees to notify the Company immediately if Agent ceases to hold the requisite licenses.
  - b. Agent represents and warrants to the Company that Agent shall comply with all applicable laws, rules and regulations in the performance of this Agreement. Agent shall comply with any written policies, rules and regulations of the Company.
  - c. Agent shall review all applications for the Contracts and promptly forward them to the Company together with any purchase payments received with such applications, without deduction for any compensation. The Company has the right to reject any application for a Contract and return any purchase payment made in connection therewith.
  - d. Agent will offer and sell the Contracts only in accordance with the terms and conditions of this Agreement and will make no representations not included in any supplemental material approved by the Company. Agent shall not use sales material or advertising with regard to the Contracts or the Company without the prior written approval of the Company.
  - e. Agent shall obtain and keep in place professional insurance coverages, including errors and omissions, in an amount as required by the Company from time to time. Agent shall provide Company with thirty (30) days advance written notice of any cancellation, termination, or material alteration of, or any reduction in, such coverage. Upon Company's request, Company shall have the right to inspect or obtain a copy of the original policies of insurance.
4. **JOINT DUTIES AND OBLIGATIONS.** The Company and Agent agree to cooperate with each other in connection with any regulatory investigation or customer complaint, directly or indirectly involving Agent or any person affiliated with Agent, to the extent such investigation or complaint involves the distribution of Contracts under this Agreement. As used herein, the term "customer complaint" means a written or electronic communication expressing a grievance either directly from a Contract holder or from his or her legal representative or from any governmental agency on behalf of a Contract holder or his or her legal representative. In the event of such a regulatory investigation or customer complaint, each party specifically agrees to notify the other party promptly in writing upon receipt of notice of such investigation, proceeding or complaint.
5. **SALES LITERATURE AND SUPPORT.** The Company provides neither standard sales literature nor direct sales support to Agent. Such literature and support is the responsibility of the Master General Agent designated above (the "MGA") or, if applicable, the Co-Master General Agent designated above (the "Co-MGA").

*continued on next page*


**AGENT UNDER GENERAL AGENT AGREEMENT (CONTINUED)**

6. **COMPENSATION OF AGENT.** Agent acknowledges and agrees that the General Agent designated above, and not the Company, shall be responsible for paying any compensation to Agent in connection with the sale of Contracts.
7. **LIABILITY AND INDEMNIFICATION.** The Company shall not be liable for any obligation, act or omission of Agent, including any act or omission in connection with the solicitation, distribution, or servicing of Contracts. Agent shall indemnify and hold harmless the Company against any loss, liability, claim, damage or expense (including the reasonable cost of investigation and reasonable attorney fees) arising out of any act or omission by Agent or its representatives, or any breach of this Agreement by Agent.
8. **TERM AND TERMINATION.** This Agreement shall take effect on the Effective Date and shall continue in force from year to year thereafter unless it is sooner terminated in accordance with the provisions of this section.
- a. **Voluntary Termination.** This Agreement may be terminated for any reason by either party. Such termination will become effective 5 days after the mailing of the notice of termination to the other party's last known address.
- b. **Termination for Cause.** This Agreement may also be terminated by the Company for cause (violation of any of the terms of this Agreement); in which case the termination will become effective upon the mailing of a notice of termination to the Agent's last known address. Failure of the Company to terminate this Agreement upon knowledge of a cause shall not constitute a waiver of the right to terminate at a later time for such cause.
- c. **Automatic Termination.** This Agreement shall immediately terminate automatically if Agent shall cease to hold any requisite licenses.
- d. **Survival.** Only sections 4, 7, 9, and 14 shall continue in force after any termination of this Agreement.
9. **ASSIGNMENT.** This Agreement may not be assigned by Agent except with the prior written consent of the Company.
10. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
11. **NOTICE.** All notices relating to this Agreement shall be sent to the following addresses, or to such other address as a party may request by giving written notice to the other party.
- If to the Company:  
Delaware Life Insurance Company  
Attn: Legal Department  
5801 SW 6th Avenue  
Mail Zone 581  
Topeka, KS 66636
- If to the General Agent:  
Agent's last known address
12. **ENTIRE AGREEMENT.** The foregoing represents the entire agreement between the parties and supersedes all prior agreements between the parties with respect to the subject matter hereof and thereof. No party shall be bound by any other promise, agreement, understanding or representation unless it is made by an instrument in writing and signed by both parties.
13. **INDEPENDENT CONTRACTOR.** Agent is performing the acts covered by this Agreement in the capacity of independent contractor and not as an employee of the Company. The parties intend for Agent to be an independent contractor and all provisions in this Agreement shall be construed in accordance with this intention.
14. **LIMITATIONS ON AUTHORITY.** Agent shall have only the authority expressly granted in this Agreement and agrees not to:
- a. endorse, deposit, cash, or otherwise negotiate any check drawn to the Company's order, or to open any bank account in the Company's name, or to sign the Company's name in any circumstances, or to have any checks or promissory notes printed with the Company's name thereon.
- b. endorse, deposit, cash or otherwise negotiate any check drawn by the Company to the order of any payee other than the Agent.
- c. place the Company under any legal obligation which is not within the express authority granted by the Company in this Agreement, or elsewhere in writing.
- d. accept risks of any kind, to make, modify or discharge Contracts, to extend the time for paying the premium, to waive forfeitures or any of the Company's rights or requirements, to bind the Company by any statement, promise or representation; to agree with any applicant to any extra premium for extra risks or to collect any moneys other than as may be provided in this Agreement
- e. advertise or publicize the Company's name by using it in any advertising or publicity medium, including websites, electronic postings, newspapers, magazines, television or radio broadcasts, or any other written or electronic means unless the content of such advertising or publicity has first been submitted to, and approved and authorized by the Company in writing.
- f. sign as a witness to any person's signature on any application or other paper relating to the Company's business (such as health certificates, amendments, questionnaires, etc.) unless that signature is written in the Agent's presence.
- h. sign the name of another person, such as an applicant, insured, policy owner, beneficiary, assignee or otherwise, whether or not such person consents thereto.

*continued on next page*

**AGENT UNDER GENERAL AGENT AGREEMENT (CONTINUED)**

- i. keep custody of a Contract, for a period longer than is necessary for purposes of analysis, record organization and review for servicing (rather, all Contracts must be delivered to their respective owners in an expedient manner and in conformance with applicable law).
- j. be the assignee, owner or beneficiary of any policy issued by the Company, other than a policy on the Agent or on a member of the Agent's family.
- k. represent the Company in any manner whatsoever before any state insurance department, or official thereof, or any governmental agency, such matters must be submitted to the Company for the attention of a Company officer.
- l. affix stamps or labels on Contracts, Contract envelopes or literature of the Company in such a way as to obliterate or modify in any way the printed matter thereon.

DELAWARE LIFE INSURANCE COMPANY <b>James Lemkin</b>	
AUTHORIZED SIGNER <input checked="" type="checkbox"/>	
TITLE <b>Assistant Vice President, Annuity Operations</b>	
NAME OF AGENT	
AUTHORIZED SIGNER <input checked="" type="checkbox"/>	
TITLE	DATE (MM/DD/YYYY) / /





# Appointment Application for Agent under General Agent

Delaware Life Insurance Company

## 1 HIERARCHY INFORMATION

MGA
CO-MGA (IF APPLICABLE)
GA

## 2 PERSONAL DATA (INDIVIDUAL AND ENTITY IF APPLICABLE)

NAME		<input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	DATE OF BIRTH (MM/DD/YYYY) / /
SOCIAL SECURITY NUMBER			
BUSINESS ADDRESS			
RESIDENCE ADDRESS			
BUSINESS PHONE		RESIDENCE PHONE	
FAX NUMBER		E-MAIL ADDRESS	

## 3 STATES IN WHICH I WOULD LIKE TO SELL FIXED ANNUITY PRODUCTS (INCLUDING FIXED INDEX ANNUITY)

RESIDENT STATE	LICENSE #	TYPE	EXP DATE (MM/DD/YYYY) / /
NON-RESIDENT STATE	LICENSE #	TYPE	EXP DATE (MM/DD/YYYY) / /
NON-RESIDENT STATE	LICENSE #	TYPE	EXP DATE (MM/DD/YYYY) / /

Attach a copy of all current resident and, if applicable, non-resident licenses of the states in which you wish to be appointed.

Attach applicable state required appointment documents.

## 4 BROKER DEALER FINRA AFFILIATION

NAME		CRO NUMBER
ADDRESS (NUMBER AND STREET)		
CITY	STATE	ZIP CODE

If no FINRA affiliation, please check here:

If any of the following questions are answered with a yes, please attach a full explanation and include applicable documentation.

1. Have you ever filed a bankruptcy petition or been declared bankrupt or insolvent?.....  Yes  No
2. Has any insurer you represented, including Delaware Life Insurance Company, Sun Life Assurance Company of Canada (U.S.) and/or any of its affiliated companies, ever terminated your agent's or producer's contract or appointment for any other reason than low production?.....  Yes  No
3. Has any federal or state regulatory or supervisory agency ever taken any disciplinary action against you, including suspension or revocation of any of your licenses or other monetary or non-monetary sanction?.....  Yes  No
4. Do you have Errors & Omissions (E&O) coverage? (coverage is mandatory).....  Yes  No

E&O COVERAGE CARRIER	POLICY NUMBER	EXP DATE (MM/DD/YYYY) / /
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5. Has a bonding company denied, paid on, or revoked a fidelity bond for you? .....  Yes  No
6. Have you been a party to any Errors & Omissions claim in the last five years? .....  Yes  No
7. a. Do you engage in any other business under your own name or any other (D/B/A) name?.....  Yes  No  
b. Are you or have you at any time in the past 5 years been a partner, officer or director of any other business? .....  Yes  No
8. Do you currently have any open state or federal levy tax lien, or garnishments?.....  Yes  No
9. With the exception of routine traffic violations, have you ever been convicted of, pled guilty to, or nolo contendere (no contest) in a court, or are you currently charged with any felony or crime involving insurance or investments, fraud, dishonesty, false statement or omissions, wrongful taking of property, perjury, or forgery?.....  Yes  No
10. Are you currently party to any litigation or the subject of any investigation, or any judgments pending?.....  Yes  No
11. Are you in debt or do you have any unsatisfied obligations to any insurance company?.....  Yes  No
12. Are you aware of any complaint, investigation, or proceeding that is pending, which could result in a change to any answer provided above?.....  Yes  No
13. Do you use any advertisements or other sales materials, including seminars, direct mail, print, or other media, or any sales tracks, which are intended to solicit or lead to solicitation of insurance or annuity products, other than materials that are approved proprietary materials of an insurance company or its FINRA broker-dealer affiliate?.....  Yes  No

In accordance with my appointment with Delaware Life Insurance Company ("the Company"), I acknowledge that my authority resulting from such appointment, if any, shall be expressly limited to the solicitation of applications for approved products of the Company.

In connection therewith, I agree not to:

- (i) make, alter, or discharge the Company's policies or modify any forms relating thereto;
- (ii) make any endorsements on policies; waive forfeitures; quote premium rates other than those published by the Company; guarantee or alter published dividend scales or interest rates;
- (iii) misrepresent orally or in writing, including by means of any illustration or comparable document, the terms and conditions of any insurance policy, annuity or other product offered by or distributed through the Company;
- (iv) incur any expense or create any liability or debt for which the Company would be responsible or bind the Company in any way without the written consent of an authorized officer of the Company;
- (v) conduct any business in the name of the Company, directly or indirectly, other than the solicitation, sale and servicing of the Company's policies;
- (vi) issue, use, modify or allow to be published circulars, advertisements, illustrations or other materials relating to the Company or its policies and services unless such publication has been approved in writing by an authorized officer of the Company;
- (vii) demand or accept any remuneration in connection with or incidental to the solicitation, sale and servicing of the Company's products, except from the Company;
- (viii) become or allow any producer to become the primary delivery address for policy holder communications;
- (ix) send out any material or mailers in connection with the Company that has not been pre-approved by the Company;
- (x) pay any premium to the Company on behalf of any applicant or policyholder;
- (xi) engage in any conduct which violates applicable laws, rules, and regulations in any jurisdictions.

I agree to abide by the principles, policies, procedures, and rules which the Company has or may establish from time to time, whether published in print or located on the Company's producer website at [www.delawarelife.com](http://www.delawarelife.com). I also acknowledge and agree that it is my obligation to obtain and review the the Company's current policies and guidelines.

I agree to obtain and keep in place professional insurance coverages, including errors and omissions, in an amount as required by the Company from time to time, and will provide the Company with thirty (30) days advance written notice of any cancellation, termination, or material alteration of, or any reduction in, such coverage. Upon Company's request, Company shall have the right to inspect or obtain a copy of the original policies of insurance.

I agree to receive ongoing Anti-Money Laundering Training and to provide the Company with documentation of the completion of such training upon request from the Company.

**6 PRODUCER ACKNOWLEDGMENT (CONTINUED)**

Explain all YES answers below. If additional space is needed please attach a separate piece of paper.

I certify that the above statements in the Producer Appointment Questionnaire are true and agree to abide by the terms and conditions set forth in the above Producer Acknowledgment.

If I am currently appointed with the Company through my broker/dealer for non-registered fixed index annuity products ("FIA"), then I acknowledge that this appointment, and any resulting General Agent contract and compensation schedules, will not apply to FIA, but applies only to other fixed annuity products.

PRODUCER'S SIGNATURE X	DATE (MM/DD/YYYY) / /
---------------------------	--------------------------

**IMO Due Diligence Statement**

I have performed a reasonable due diligence review on the proposed producer and, based on such review, I hereby recommend approval of his/her appointment with Delaware Life Insurance Company.

PRINT IMO'S NAME	
IMO'S SIGNATURE X	DATE (MM/DD/YYYY) / /



## Pre-Contracting Inquiry Release

In connection with my appointment as a Producer with Delaware Life Insurance Company ("the Company"), I authorize the Company to obtain an investigative consumer report on me. I further authorize the Company to obtain updates to this investigative consumer report from time to time. This background inquiry may include, among other things, reviews of companies I have associated with, former supervisors, consumer credit, criminal convictions, motor vehicle records, court records, and insurance department files. It may also include information regarding my character, general reputation, personal characteristics, mode of living, work habits, performance and experience along with reasons for leaving previous employers. Further, I understand and agree that the Company may request information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, credit, criminal, civil and other experiences and those of any business entity with which I have been associated.

I understand that upon written request I will be given a list of the areas, which will be researched and included in the investigative consumer report into my background.

I have received and understand the attached summary of my rights under the federal Fair Credit Reporting Act.

I authorize any party or agency contacted by Delaware Life Insurance Company or its representatives to furnish the above mentioned information directly to the Company or its representatives and to rely on a copy of this Release as if it were the original. I hereby consent to the Company or its representatives obtaining the above information about me directly from any source.

NAME	
DRIVERS LICENSE NUMBER	
CURRENT ADDRESS	
PREVIOUS ADDRESS (IF AT CURRENT ADDRESS LESS THAN 5 YEARS)	
PRODUCER'S SIGNATURE X	DATE (MM/DD/YYYY) / /

### California Residents:

Pursuant to the California Investigative Consumer Reporting Agencies Act, you have a right to request a copy of the investigative consumer report from the agency named above. In addition, the Company will send to you a copy of the report within three (3) days of our receipt of the report if the following check box is selected:

I have received and understand the attached Notification Per California Civil Code 1786.16 providing the name, address, phone number and website of the investigative consumer reporting agency which will provide the investigative consumer report to the Company

I have received and understand the attached Notice Regarding Background Investigation Pursuant To California Civil Code 1786.22 outlining my rights under California law in connection with the investigative consumer report.

### Minnesota and Oklahoma Residents:

Under Minnesota and Oklahoma law, you have a right to request a copy of the investigative consumer report from the agency named above. Select the following checkbox if you would like to receive a copy:



# Direct Deposit Authorization Form for Commission Payments

Delaware Life Insurance Company

If Direct Deposit is desired, please return the completed form to:

Delaware Life  
P.O. Box 758581  
Topeka, KS 66675-8581  
Fax: 785-286-6119

## 1 DIRECT DEPOSIT INFORMATION

GENERAL AGENCY/AGENT NAME		CONTACT PERSON	
ADDRESS (NUMBER AND STREET)			
CITY		STATE	ZIP CODE
PHONE NUMBER		FAX NUMBER	
BANK NAME			TELEPHONE NUMBER
ADDRESS (NUMBER AND STREET)			
CITY		STATE	ZIP CODE
BANK ACCOUNT NUMBER		BANK ROUTING NUMBER	

**Please note:** There may be up to a one-week delay once all required information is received. A VOIDED CHECK IS REQUIRED FOR ACCURACY. WE WILL NOT PROCESS THIS REQUEST WITHOUT A VOIDED CHECK.

- I authorize and request Delaware Life Insurance Company to effect deposits of compensation owed to me pursuant to any effective compensation agreement and/or schedule by initiating credit entries to the bank account indicated above. I authorize and request said bank to accept any credit entries initiated by Delaware Life Insurance Company and to apply those entries to my account without responsibility for corrections of the entries, except where covered by the New England Automated Clearing House Operating Rule governing these transactions.
- In the event that Delaware Life Insurance Company causes an incorrect amount to be credited to the bank account indicated above, I authorize Delaware Life Insurance Company and said bank to correct the prior payment by either crediting any underpaid amount or debiting any overpaid amount, as necessary.
- I understand that I may terminate this agreement at any time by giving Delaware Life Insurance Company written notice and that direct deposits will end no more than 30 days after Delaware Life Insurance Company receives the written notice.

## 2 AUTHORIZATION FOR THE DIRECT DEPOSIT COMMISSION PROGRAM

COMPANY		
NAME		TITLE
SIGNATURE X		DATE (MM/DD/YYYY) / /





# Commission Assignment Form

This form should be completed to assign commissions to an assignee. Please **PRINT** clearly.

Throughout this form, "the Company" refers to the issuing company.

ASSIGNOR (NAME AND ADDRESS OF GENERAL AGENT OR CO-MASTER GENERAL AGENT ASSIGNING COMMISSIONS)
---

ASSIGNEE (NAME, ADDRESS AND TAX IDENTIFICATION NUMBER OF CO-MASTER GENERAL AGENT OR MASTER GENERAL AGENT RECEIVING COMMISSIONS)
---

For good and valuable consideration, the receipt of which is hereby acknowledged, the above-referenced Assignor does hereby irrevocably assign to the above-referenced Assignee all right, title and interest in and to all commissions and other compensation, if any, which are now or may hereafter become due and payable to the Assignor under the terms of the agent selling agreement between Company and Assignor. Assignor acknowledges that, in making this assignment, Assignor instructs the Company to assign all commissions and other compensation and all related tax liability to the Assignee

This assignment does not affect any other right, duty or obligation of Assignor or the Company under the terms of the agent selling agreement. Any payment of commissions or other compensation by the Company to the Assignee pursuant to this assignment shall fully and completely discharge and release the Company from any and all rights, claims, and causes of action of the Assignor arising out of, or related in any way to, the assigned commissions or compensation. Assignor hereby indemnifies and holds the Company harmless from any and all claims, demands or causes of action arising out of any payment to Assignee pursuant to this assignment, including any and all attorney fees, costs and expenses arising out of the defense of any such claim, demand or cause of action.

Assignee hereby confirms that he/she/it is has an active insurance producer's license in the jurisdictions in which commissions will be earned, and has an active corporate/legal entity appointment if required by law. The Assignee acknowledges that all commissions or other compensation earned by Assignor and assigned to Assignee will be reported as the income of the Assignee.

ASSIGNOR'S SIGNATURE X	DATE (MM/DD/YYYY) / /
PRINTED NAME	TITLE (IF ON BEHALF OF AN ENTITY)
ASSIGNEE'S SIGNATURE X	DATE (MM/DD/YYYY) / /
PRINTED NAME	TITLE (IF ON BEHALF OF AN ENTITY)

Send Assignment Paperwork To:

Delaware Life  
Agent Services  
PO. Box 758581  
Topeka, KS 66775-8581

Fax: 785-286-6119  
Phone: 877-253-2323  
Email: delawarelifeLC@se2.com



## A Summary of Your Rights Under the Fair Credit Reporting Act

Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escriba a la Consumer Financial Protection Bureau, 1700 G Street, N.W., Washington, DC 20006.

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street, N.W., Washington, DC 20006.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
  - **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
    - a person has taken adverse action against you because of information in your credit report;
    - you are the victim of identity theft and place a fraud alert in your file;
    - your file contains inaccurate information as a result of fraud;
    - you are on public assistance;
    - you are unemployed but expect to apply for employment within 60 days.
- In addition, all consumers are entitled to one free disclosure every twelve (12) months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used

in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within thirty (30) days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than ten (10) years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

*continued on next page*



**A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT (CONTINUED)**

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission Consumer Response Center FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name), Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 <a href="http://www.helpwithmybank.gov/">www.helpwithmybank.gov/</a>
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Federal Reserve Consumer Help PO Box 1200 Minneapolis, MN 55480 888-851-1920 <a href="http://www.federalreserveconsumerhelp.gov/">www.federalreserveconsumerhelp.gov/</a>
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration Office of Consumer Protection 1775 Duke Street Alexandria, VA 22314 703-518-1140 <a href="http://www.mycreditunion.gov">www.mycreditunion.gov</a>
State chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center 1100 Walnut St, Box #11 Kansas City, MO 64106 1-800-378-9581
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation 1925 K Street NW Washington, DC 20423 202-366-4000
Activities subject to the Packers and Stockyards Act, 1921	U.S. Department of Agriculture GIPSA Administrator Stop 3601, Room 2055-South Building 1400 Independence Avenue, SW Washington, DC 20250-3601 202-720-0219



## Notice Regarding Background Investigation Pursuant to California Civil Code 1786.22

An investigative consumer reporting agency (the "Agency") will supply files and information that you have a right to inspect during normal business hours and on reasonable notice. All files that the Agency maintains on you will be made available for your visible inspection, as follows:

- In person, if you appear in person and furnish proper identification. A copy of the file will also be available to you for a fee not to exceed the actual costs of copying.
- By certified mail, if you make a written request to, with proper identification, for copies to be sent to a specified address. However, agencies complying with a request for such a mailing will not be liable for disclosures to third parties caused by mishandling of mail after it leaves the Agency.
- A summary of all information contained in your file and required to be provided to you under the California Civil code will be provided by telephone, if you have made a written request, with proper identification.

"Proper identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the Agency require additional information concerning your employment and personal or family history in order to verify his identity.

The Agency will provide trained personnel to explain any information furnished to you pursuant to Civil Code 1786.10.

The Agency will provide a written explanation of any coded information contained in your file. This written explanation shall be distributed whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choice when you come to inspect your file. This person must furnish reasonable identification. The Agency may require you to furnish a written statement granting permission to the Agency to discuss your file in your companion's presence.

The name, address, phone number, and website for the Agency is provided in the accompanying Notification Per California Civil Code 1786.16.



## Notification per California Civil Code 1786.16

According to the provisions of the California Investigative Consumer Reporting Agencies Act (Civil Code 1786.16), we are providing a written notification that an Investigative Consumer Report will be requested as part of the employment process.

California law defines an "investigative consumer report" as "a consumer report in which information on a consumer's character, general reputation, personal characteristics, or mode of living is obtained through any means. The term does not include a consumer report or other compilation of information that is limited to specific factual information relating to a consumer's credit record or manner of obtaining credit obtained directly from a creditor of the consumer or from a consumer reporting agency when that information was obtained directly from a potential or existing creditor of the consumer or from the consumer."

First Advantage Consumer Center ("Agency"), is the investigative consumer reporting agency that will be preparing the investigative consumer report. The nature and scope of the report requested is:

- Credit Report
- Criminal History Search
- Civil Litigation Report
- Employment Verification

Upon request and proper identification, Agency will supply files and information during normal business hours and on reasonable notice. Files are available for visual inspection in person or by certified mail. A person of your choosing may accompany you on a personal inspection. A summary of all information is also available by telephone upon proper identification. (Agency's address and phone number are as follows):

First Advantage Consumer Center  
PO. Box 105108  
Atlanta, GA 30348-5108  
(800) 456-6004



# Producer Training Instructions

## Annuity Product Training

To complete your Delaware Life Annuity Training (AT) and your Product Specific Training (PST) for Pinnacle MYGA<sup>SM</sup> and Retirement Chapters 10<sup>SM</sup>, please go to:

[www.reged.com/trainingplatform](http://www.reged.com/trainingplatform)

- If you are not an active user of the site, you will be required to complete a new registration.
- After login, select the "Producer Status" button on the left hand side to complete your training.
- **Annuity Training:** If your state does not require AT, or, if you have already completed this training, you will only need to complete the product-specific course. If you have not taken state-required Annuity Training, select the state and the course (#390) from the list and begin.
- **Product Specific Training:** From the list, select product-specific training and begin the course.\*
- Once you have completed the training, Delaware Life will be automatically notified by RegEd - you do not need to send us any of the information. We advise you to keep confirmation of the completed training for your records.
- You may write business effective the day training is complete.

\* If no product-specific training is assigned, the following may be done to pull in the training manually.

1. Click on the 'Enter Product Code' button from the menu on the left hand side of the screen
2. On the next screen enter the code 15DELA\_02 (MYGA) or 15DELA\_01 (Retirement Chapters 10), then "Submit". The training course should display under *Carrier-Specific Product Training*.

## Anti-Money Laundering Training

To complete your Delaware Life Anti-Money Laundering Training, please go to:

<https://aml.limra.com>

- Complete the training prior to soliciting any cash-value life insurance or annuity products.
- Anti-Money Laundering (AML) continues to be an important requirement for our industry. You must complete the basic course: AML for Insurance Producers, and a refresher course at least every 2 years if you sell cash-value life insurance or annuity products. Acceptable refresher courses include: 2010 Willful Blindness, 2011 Know Your Customer, 2012 Money Laundering Stages, and 2013 Money Laundering Red Flags. Please identify the title of the course you completed when submitting your contracting paperwork.
- The AML training through LIMRA is simple and free of charge.
- The training will be passed to our Licensing system the next day.
- If you are affiliated with a federally regulated entity that is already subject to the training program rule (broker dealer, bank, wirehouse, etc.), you may submit a copy of your AML training certificate from that entity. Please note the following requirements must be met:
  - You must be actively affiliated with the firm through which you completed the training course.
  - The effective date of the course must be January 1, 2014, or later.
- RegEd AML training will also be accepted (dated 1/1/2014 or later). A copy of your certification must be submitted.



## Delaware Life Partner Update



To: Distribution Partners  
From: Delaware Life  
Date: May 20, 2015  
Re: Product Specific Training

In conjunction with the launch of Delaware Life's Retirement Chapters 10<sup>SM</sup> Fixed Index Annuity, we are pleased to announce that your authorized representatives can now provide group product training to contracted agents on either the new FIA or Pinnacle MYGA<sup>SM</sup> Fixed Annuity products. This training can be conducted via webcast or in person and will satisfy all producer product training requirements.

In order to provide approved group training, you **must notify Delaware Life, at least 24 hours prior** to the scheduled session, of both 1.) the name and title of the proctor, and 2.) the approximate number of attendees. Please send your notification of training to [salessupport@delawarelife.com](mailto:salessupport@delawarelife.com).

Upon completion of the training session, please provide us with both 1.) the attached certification acknowledgement filled out and signed by the proctor, and 2.) an attendee list in excel in the following format.

- Column 1: SSN (###-##-####)
- Column 2: First Name
- Column 3: Last Name

For convenience, we have listed each requirement necessary in order to receive credit for the training.

1. Notification at least 24 hours of advance of when, which training is being provided, the name and title of the proctor, and approximate number of attendees.
2. List of Agents who sat for training (SSN, First Name, Last Name)
3. Signed Certification Acknowledgement by proctor

Lastly, we have attached the approved product training presentation. If you have any questions, please do not hesitate to contact us at 844.335.7253.

Sincerely,

Your Delaware Life Distribution Team



Delaware Life Annuity Product Training
Group Training Certification

I, \_\_\_\_\_ hereby certify that, for the attendees on the list
print name
accompanying this Certification, I have:

- reviewed and delivered each slide in the \_\_\_\_\_ Product Training
presentation; RegEd course code
confirmed all listed attendees participated in the full training session;
advised that only insurer-authorized sales and marketing materials are allowable in relation to
sales of the Product;
and advised attendees that product training must be completed prior to presenting any sales
and marketing materials or product applications to any customer.

Signature \_\_\_\_\_ Date \_\_\_\_\_
Marketing Organization/Firm \_\_\_\_\_ Title \_\_\_\_\_
Email address \_\_\_\_\_ Telephone \_\_\_\_\_

RegEd Course Codes:
Pinnacle MYGA SM -- 15DELA\_02
Retirement Chapters 10 SM 15DELA\_01

Delaware Life Insurance Company is authorized to do business in Puerto Rico, the U.S. Virgin Islands, the District of Columbia, and all states
except New York. Delaware Life Insurance Company is a member of the Delaware Life group of companies.



## Delaware Life

Service & Sales Contacts  
Dedicated to your success

For general service and contract inquiries, please contact:

### General Customer Service Inquiries

Phone: 877.253.2323  
Fax: 785.286.6118  
Regular Mail: P.O. Box 758581, Topeka, KS 66675  
Overnight Mail: 5801 SW 6th Avenue, Mail Zone 581, Topeka, KS 66636

### New Business

Phone: 877.253.2323, option 2  
Fax: 785.286.6119  
Email: [delawarelifecustomersevice@se2.com](mailto:delawarelifecustomersevice@se2.com) (for submitting New Business paperwork only)  
Email: [delawareNBstatus@se2.com](mailto:delawareNBstatus@se2.com) (for status updates and questions)  
Mail: P.O. Box 758580, Topeka, KS 66675

### Licensing/Appointment/Commissions

Phone: 877.253.2323  
Fax: 785.286.6118  
Email: [delawarelifeLC@se2.com](mailto:delawarelifeLC@se2.com) (for all questions and paperwork submissions)  
Mail: P.O. Box 758581, Topeka, KS 66675

### Ad Reviews

Please submit all marketing material to [partnermarketing@delawarelife.com](mailto:partnermarketing@delawarelife.com) for approval.

### Illustrations

Producer Tools: [www.delawarelife.com](http://www.delawarelife.com)

### Sales Kits & Paperwork

Producer Tools: [www.delawarelife.com](http://www.delawarelife.com)

### Pre Sale Support

Phone: 844.DEL.SALE (335.7253)

For advanced sales support:

**Adam Lunardini**, *Vice President—FIA Sales*  
781.790.8721 • [adam.lunardini@delawarelife.com](mailto:adam.lunardini@delawarelife.com)

**Kate Cantone**, *Operations & Sales Specialist*  
781.790.8861 • [kathryn.cantone@delawarelife.com](mailto:kathryn.cantone@delawarelife.com)

**Jay Brown**, *Operations & Sales Specialist*  
781.790.8855 • [jay.brown@delawarelife.com](mailto:jay.brown@delawarelife.com)

**Kim Davis**, *Operations & Sales Specialist*  
781.790.8863 • [kimberly.davis@delawarelife.com](mailto:kimberly.davis@delawarelife.com)

**Delaware Life** | [www.delawarelife.com](http://www.delawarelife.com)

\*Delaware Life Insurance Company is authorized to do business in Puerto Rico, the U.S. Virgin Islands, the District of Columbia, and all states except New York. Delaware Life Insurance Company of New York is authorized to do business in New York and Rhode Island. Both companies are members of the Delaware Life group of companies. Each of these companies is responsible for its own financial condition and contractual obligations.

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DLPC 0198 04/15 (Expires 04/16)