

# DMI CONTRACTING MADE EASY

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Complete the DMI Contracting Kit once, for all carriers. Our secure software generates carrier appointment forms with your information and electronic signature.

If you have any questions, please contact a member of DMI's Contracting Team and they will be glad to assist. Call **800-322-6342** and ask for **CONTRACTING** or email [contracting@dmicom.com](mailto:contracting@dmicom.com).



# CONTRACTING MADE EASY

Submit your completed packet and required documents via fax to 781-740-9778 ATTN: Contracting or email it to [contracting@dm.com](mailto:contracting@dm.com).

## FILLING OUT THE PAPERWORK

- Provide all requested information by clicking into the field and typing in your information. Pay close attention to special instructions.
- Background questions answered “yes” require a detailed explanation in the *Letter of Explanation* section and include all supporting documentation.
- Use BLACK ink in the *Signature Authorization* box. (This page needs to be printed out and physically signed)
- Complete the *EFT (Electronic Funds Transfer)* section if you will be paid as an individual or are assigning commissions to an agency. Registered reps assigning commissions to a broker/dealer - you do not need to complete the EFT section.

## E&O COVERAGE

- Include your current E&O certificate. If you are covered under an agency or broker/dealer master policy, provide a declaration page with your name on it to prove you are covered under the master policy.

If you are assigning your 1099 to your company:

- TIN Number for the corporation
- State license for the corporation
- Void check in the name of the corporation
- Articles of Incorporation - must list you as an officer or member

## TRAINING

- Anti-Money Laundering Training (AML) is required by all carriers. Include your training certificate unless you took training through LIMRA. Please provide date of completion.
- Product Training - Your DMI Sales Consultant will provide product specific requirements and instructions for completing training. Applications dated prior to the date of training will be rejected by the carrier.
- NAIC Training - Most states now require NAIC training to be completed. Your DMI Sales Consultant will provide instructions for completing this online training.

**Please Note:** *Product Training and any NAIC Training must be completed prior to soliciting new business.*

For your protection, our software requires you to review the carrier contracting forms we prepare prior to applying your electronic signature. **You will receive an email from [Contracts@SuranceBay](mailto:Contracts@SuranceBay)** (make sure to add this email address to your contact list so they are not flagged as spam) with instructions for viewing and approving your carrier contracting forms. **To log into the system, you will need the following:**

- Last 6 digits of your SS#
- Full date of birth

Upon your approval, we will submit your contracting forms to the carrier for processing. You will be able to download a copy of the contracting forms during the approval process, should you wish to have a copy for your records.

Some carriers may require additional information/documents. A DMI Contracting Specialist will inform you of what is needed.

# CARRIER APPOINTMENT REQUEST

If you have new business to submit, please provide the following information and include this form with your Contracting Kit.

**YOUR NAME:**

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**ADDITIONAL WRITING AGENT NAME(S):**

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**CARRIER:**

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**INSURED'S NAME:**

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**DATE THE APPLICATION WAS SIGNED:**

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**STATE WHERE APPLICATION WAS SIGNED:**

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**STATE WHERE INSURED RESIDES:**

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# 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 regulations 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 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 you, 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?	<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?	<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: \_\_\_\_\_

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From: \_\_\_/\_\_\_/\_\_\_ To: \_\_\_/\_\_\_/\_\_\_

Company: \_\_\_\_\_ Position: \_\_\_\_\_

Location: \_\_\_\_\_

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From: \_\_\_/\_\_\_/\_\_\_ To: \_\_\_/\_\_\_/\_\_\_

Company: \_\_\_\_\_ Position: \_\_\_\_\_

Location: \_\_\_\_\_

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**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: \_\_\_\_\_

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From: \_\_\_/\_\_\_/\_\_\_ To: \_\_\_/\_\_\_/\_\_\_ *City/State Not Needed*

Line 1: \_\_\_\_\_ Line 2: \_\_\_\_\_ Zip code: \_\_\_\_\_

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From: \_\_\_/\_\_\_/\_\_\_ To: \_\_\_/\_\_\_/\_\_\_ *City/State Not Needed*

Line 1: \_\_\_\_\_ Line 2: \_\_\_\_\_ Zip code: \_\_\_\_\_

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# 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



- 3) THE PRODUCER AGREES THAT DMI HAS A RIGHT OF OFFSET AGAINST ALL COMMISSIONS AND ANY OTHER COMPENSATION PAYABLE BY DMI TO PRODUCER UNDER THIS AGREEMENT OR UNDER ANY OTHER EXISTING OR FUTURE AGREEMENT WITH DMI, AS SECURITY FOR THE PAYMENT OF ANY EXISTING OR FUTURE DEBIT BALANCE OR OTHER INDEBTEDNESS OF PRODUCER TO DMI. DMI MAY AT ANY TIME AND FROM TIME TO TIME, WITH OR WITHOUT NOTICE OR JUDICIAL ACTION, EXERCISE SUCH RIGHT BY OFFSETTING SUCH INDEBTEDNESS AGAINST ANY COMMISSIONS AND OTHER COMPENSATION OTHERWISE DUE TO PRODUCER. THIS RIGHT OF OFFSET SHALL NOT BE EXTINGUISHED BY THE TERMINATION OF THIS AGREEMENT OR ANY OTHER AGREEMENT. THE PRODUCER SHALL IMMEDIATELY REPAY TO DMI ALL COMPENSATION RECEIVED FROM POLICIES IN WHICH PREMIUMS HAVE BEEN RETURNED OR IN WHICH THE POLICY HAS BEEN SUBJECT TO RECAPTURE OR IN WHICH DMI IS OTHERWISE CHARGED BACK OR IN WHICH THE PRODUCER HAS BEEN OVERPAID. THE PRODUCER AGREES THAT ANY REASONABLE ATTORNEYS' FEES ASSOCIATED WITH THE COLLECTION OF SUCH COMPENSATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE REIMBURSED BY THE PRODUCER TO DMI.
- 4) THE PRODUCER CERTIFIES THAT HE OR SHE HAS NEVER BEEN CONVICTED OF A FEDERAL OR STATE FELONY INVOLVING DISHONESTY OR BREACH OF TRUST; OR IF SO, THAT PRODUCER HAS RECEIVED WRITTEN AUTHORIZATION FROM THE APPLICABLE STATE INSURANCE COMMISSIONER SPECIFICALLY REFERENCING SECTION 1033 OF THE VIOLENT CRIME CONTROL AND LAW ENFORCEMENT ACT OF 1994, SUBSECTION (3)(2) GRANTING PERMISSION TO WORK IN THE INSURANCE INDUSTRY.
- 5) THE PRODUCER WILL USE HIS/HER BEST EFFORTS TO PLACE THE SALE OF INSURANCE PRODUCTS THROUGH DMI WITH DMI CARRIERS, WHEN DMI HAS PROVIDED MARKETING SUPPORT, ADVANCED SALES, NEW BUSINESS OR UNDERWRITING SUPPORT ON THE SALE.
- 6) EACH PARTY TO THIS AGREEMENT SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AGAINST ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LOSSES AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) (COLLECTIVELY "LOSSES") ARISING FROM (A) ANY WRONGFUL, UNLAWFUL, OR TORTIOUS ACT OR OMISSION, OR ALLEGEDLY WRONGFUL, UNLAWFUL OR TORTIOUS ACT OR OMISSION, OR (B) ANY FAILURE TO COMPLY WITH ANY OBLIGATION UNDER THIS AGREEMENT, IN EACH CASE ON THE PART OF THE INDEMNIFYING PARTY OR ANY OF THE INDEMNIFYING PARTY'S AGENTS OR EMPLOYEES. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE OBLIGATED TO INDEMNIFY THE OTHER PARTY FOR THE AMOUNTS OF ANY LOSSES WHICH HAVE ACTUALLY BEEN REIMBURSED PURSUANT TO ERRORS AND OMISSIONS LIABILITY INSURANCE MAINTAINED BY THE OTHER PARTY.
- 7) THE PRODUCER SHALL AT ALL TIMES COMPLY WITH ALL APPLICABLE INSURANCE REGULATIONS AND ALL OTHER APPLICABLE STATE AND FEDERAL LAWS AND REGULATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO:
  - A) TITLE V OF THE GRAMM-LEACH-BLILEY ACT ("GLB") (15 U.S.c. 6801, ET SEQ.);
  - B) THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), INCLUDING ITS IMPLEMENTING PRIVACY REGULATIONS AT 45 C.F.R. PARTS 160 - 164 AND ITS IMPLEMENTING SECURITY REGULATIONS AT 45 C.F.R. PARTS 160, 162, AND 164;
  - C) THE USA PATRIOT ACT OF 2001 (PUB.L NO. 107-56), INCLUDING, WITHOUT LIMITATION, THE REQUIREMENT TO DEVELOP AND IMPLEMENT "ANTI-MONEY LAUNDERING" PROGRAMS AND "CUSTOMER IDENTIFICATION PROGRAMS";
  - D) APPLICABLE STATE AND FEDERAL "DO NOT CALL" LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE NATIONAL "DO NOT CALL" REGISTRY RULES UNDER THE TELEPHONE CONSUMER PROTECTION ACT OF 1991 ("TCPA") (47 U.S.c. 227, ET SEQ);
  - E) THE RESTRICTIONS ON SENDING COMMERCIAL FAXES FOUND IN THE TCPA AND THE REGULATIONS ENACTED UNDER THE TCPA; AND
  - F) THE VARIOUS STATE AND FEDERAL RESTRICTIONS ON THE USE OF ELECTRONIC MAIL AND THE CONTROLLING THE ASSAULT OF NON-SOLICITED PORNOGRAPHY AND MARKETING ACT OF 2003 (15 U.s.c. § 7708) ("CAN-SPAM ACT").
- 8) EACH PARTY WILL NOT USE OR DISCLOSE NONPUBLIC PERSONAL INFORMATION, I.E., PERSONALLY IDENTIFIABLE INFORMATION, INCLUDING BUT NOT LIMITED TO FINANCIAL OR HEALTH INFORMATION, THAT IS NOT PUBLICLY AVAILABLE ("PROTECTED INFORMATION"), ABOUT INDIVIDUALS WHO SEEK TO OBTAIN OR OBTAIN INSURANCE PRODUCTS AND/OR SERVICES THROUGH THE PRODUCER ("CONSUMERS") OR WHO HAVE A CONTINUING RELATIONSHIP

WHEREIN THE INDIVIDUALS HAVE ONE OR MORE INSURANCE PRODUCTS AND/OR SERVICES THROUGH PRODUCER ("CUSTOMERS"), EXCEPT AS PROVIDED HEREIN.

EACH PARTY WILL TREAT PROTECTED INFORMATION AS CONFIDENTIAL AND ACCESS TO PROTECTED INFORMATION WILL BE LIMITED TO THOSE OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF EACH PARTY WHO NEED TO USE THE INFORMATION IN CONNECTION WITH UNDERWRITING, CLAIMS ADMINISTRATION OR OTHER SERVICING OF INSURANCE PRODUCTS AND/OR SERVICES FOR A PARTICULAR CONSUMER OR CUSTOMER.

EACH PARTY WILL NOT USE OR DISCLOSE, OR PERMIT ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES TO USE OR DISCLOSE PROTECTED INFORMATION EXCEPT: (I) AS NECESSARY TO MEET THE PURPOSE OF THIS AGREEMENT; (II) AS AUTHORIZED BY THE CONSUMER OR CUSTOMER; (III) AS IN COMPLIANCE WITH EACH PARTY'S THEN CURRENT PRIVACY POLICY; (IV) AS REQUIRED BY LAW; OR (V) AS OTHERWISE PERMITTED IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS, INCLUDING, GLB AND HIPAA, AND THE REGULATIONS PROMULGATED THEREUNDER.

EACH PARTY WILL ESTABLISH APPROPRIATE STANDARDS FOR SAFEGUARDING PROTECTED INFORMATION WITHIN ITS CONTROL, I.E., THE PRODUCER WILL ESTABLISH HIS/HER OWN INTERNAL SECURITY GUIDELINES.

- 9) PRODUCER TO TAKE SUCH STEPS AS SHALL BE NECESSARY TO ENSURE THAT (I) THE INFORMATION SUBMITTED TO DMI BY PRODUCER (INCLUDING ANY INFORMATION CONTAINED IN ANY APPLICATION FOR ANY POLICY) IS, TO THE BEST OF PRODUCER'S KNOWLEDGE (AFTER REASONABLE INQUIRY), ACCURATE AND COMPLETE AND (II) ANY AND ALL MEDICAL INFORMATION CONCERNING AN INSURED THAT IS SUBMITTED TO DMI IN CONNECTION WITH A PROPOSED TRANSACTION (INCLUDING, WITHOUT LIMITATION, ANY MEDICAL RECORDS, EXAMS, LABORATORY REPORTS AND INSPECTION REPORTS) ARE THE SAME SET OF INFORMATION THAT WAS SUBMITTED TO ANY LIFE INSURANCE CARRIER IN CONNECTION WITH A PROPOSED ISSUANCE OF A POLICY OR ANY ANNUITY COMPANY IN CONNECTION WITH A PROPOSED ISSUANCE OF AN ANNUITY.
- 10) PRODUCER AGREES THAT DMI WILL HAVE NO OTHER INVOLVEMENT IN THE PRODUCT SALES OTHER THAN PERFORMING THE ROLE AS GENERAL AGENCY FOR THE DMI CARRIERS. BY PERFORMING THIS LIMITED ROLE, DMI DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY ENDORSEMENT OR APPROVAL OF ANY MARKETING OR SALES CONCEPT, NOR DOES DMI MAKE ANY REPRESENTATIONS TO PRODUCER OR ANY THIRD PARTY REGARDING TAX, LEGAL OR OTHER ECONOMIC CONSEQUENCES RAISED BY ANY MARKETING OR SALES CONCEPT. THE PARTIES AGREE THAT DMI SHALL NOT ACT AS NOR BE CONSIDERED A PROMOTER OF ANY MARKETING OR SALES CONCEPT. PRODUCER SHALL NOT CONSTRUE ANY STATEMENTS MADE OR ACTIONS TAKEN BY DMI OR ITS EMPLOYEES OR AGENTS AS TAX, LEGAL OR OTHER ADVICE REGARDING ANY MARKETING OR SALES CONCEPT, AND SHALL NOT REPRESENT TO ANY CLIENT OR OTHER THIRD PARTY THAT DMI OR ITS EMPLOYEES OR AGENTS HAVE GIVEN ANY SUCH ADVICE.
- 11) NEITHER THE TERMINATION NOR EXPIRATION OF THIS AGREEMENT FOR ANY REASON SHALL RELEASE OR OPERATE TO DISCHARGE ANY PARTY FROM ANY LIABILITY OR OBLIGATION THAT MAY HAVE ACCRUED PRIOR TO SUCH TERMINATION OR EXPIRATION. IN ADDITION, THE PROVISIONS OF SECTIONS 3, 6, 8, 11, 12 AND 13 OF THIS AGREEMENT SHALL SURVIVE THE EXPIRATION OR TERMINATION, FOR ANY REASON, OF THIS AGREEMENT, EXCEPT FOR REASONS IN WHICH LIABILITIES FOR EITHER PARTY NO LONGER EXIST.
- 12) PREVENTION OF FRAUD. PRODUCER ACKNOWLEDGES AND AGREES THAT IT HAS AN AFFIRMATIVE OBLIGATION TO PREVENT FRAUD BY CLIENTS AND PRODUCER, AND PRODUCER SHALL NOT TAKE ANY ACTION OR FAIL TO TAKE ANY ACTION, DIRECTLY OR INDIRECTLY, THAT COULD MISLEAD OR DEFRAUD AN INSURANCE COMPANY OR FINANCIAL INSTITUTION IN CONNECTION WITH THE ISSUANCE OF ANY POLICY OR ANNUITY (OR THE FINANCING THEREOF) AND SHALL USE ITS BEST EFFORTS TO PREVENT ANY SUCH FRAUD BY OTHERS. IN CONNECTION WITH THE SUBMISSION OF ANY APPLICATION, PRODUCER HEREBY REPRESENTS AND WARRANTS TO DMI THAT AS OF THE DATE OF SUCH SUBMISSION, TO THE BEST OF ITS KNOWLEDGE AFTER REASONABLE INQUIRY, THE INFORMATION IN ANY APPLICATION, AND ANY OTHER INFORMATION PROVIDED BY AN INSURED, OWNER OR PRODUCER TO DMI IN CONNECTION WITH SUCH

APPLICATION, IS ACCURATE, COMPLETE, CORRECT AND NOT MISLEADING AND THAT THE INFORMATION IN THE APPLICATION NOT MISLEADING. IF AT ANY TIME PRODUCER BECOMES AWARE OF ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION CONTAINED IN ANY APPLICATION OR WOULD MAKE ANY INFORMATION CONTAINED IN THE APPLICATION MISLEADING, PRODUCER WILL IMMEDIATELY PROVIDE WRITTEN NOTICE TO DMI. ANY BREACH BY PRODUCER OF THIS SECTION SHALL RESULT IN IMMEDIATE TERMINATION OF PRODUCER'S RELATIONSHIP WITH DMI.

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

13) BY THE DISCLOSURE OF BASIC CONTACT INFORMATION ABOVE, SUCH INFORMATION INCLUDING ADDRESS, PHONE NUMBER, FAX NUMBER AND E-MAIL ADDRESS (THE "CONTACT INFORMATION"), THE PRODUCER HEREBY CONSENTS TO ALLOW DMI TO USE SUCH CONTACT INFORMATION FOR MARKETING PURPOSES.

14) COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) – BUSINESS ASSOCIATE PROVISIONS

A) DEFINITIONS

- I. CATCH-ALL DEFINITIONS: THE FOLLOWING TERMS USED IN THIS AGREEMENT SHALL HAVE THE SAME MEANING AS THOSE TERMS IN THE HIPAA RULES: BREACH, DATA AGGREGATION, DESIGNATED RECORD SET, DISCLOSURE, HEALTH CARE OPERATIONS, INDIVIDUAL, MINIMUM NECESSARY, NOTICE OF PRIVACY PRACTICES, PROTECTED HEALTH INFORMATION, REQUIRED BY LAW, SECRETARY, SECURITY INCIDENT, SUBCONTRACTOR, UNSECURED PROTECTED HEALTH INFORMATION, AND USE.
- II. SPECIFIC DEFINITIONS:
  - A. BUSINESS ASSOCIATE. "BUSINESS ASSOCIATE" SHALL GENERALLY HAVE THE SAME MEANING AS THE TERM "BUSINESS ASSOCIATE" AT 45 CFR 160.103, AND IN REFERENCE TO THE PARTY TO THIS AGREEMENT, SHALL MEAN PRODUCER.
  - B. COVERED ENTITY. "COVERED ENTITY" SHALL GENERALLY HAVE THE SAME MEANING AS THE TERM "COVERED ENTITY" AT 45 CFR 160.103, AND IN REFERENCE TO THE PARTY TO THIS AGREEMENT, SHALL MEAN DMI.
  - C. HIPAA RULES. "HIPAA RULES" SHALL MEAN THE PRIVACY, SECURITY, BREACH NOTIFICATION, AND ENFORCEMENT RULES AT 45 CFR PART 160 AND PART 164.

B) OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- I. BUSINESS ASSOCIATE AGREES TO:
  - A. NOT USE OR DISCLOSE PROTECTED HEALTH INFORMATION OTHER THAN AS PERMITTED OR REQUIRED BY THE AGREEMENT OR AS REQUIRED BY LAW;
  - B. USE APPROPRIATE SAFEGUARDS, AND COMPLY WITH SUBPART C OF 45 CFR PART 164 WITH RESPECT TO ELECTRONIC PROTECTED HEALTH INFORMATION, TO PREVENT USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION OTHER THAN AS PROVIDED FOR BY THE AGREEMENT;
  - C. REPORT TO COVERED ENTITY ANY USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION NOT PROVIDED FOR BY THE

AGREEMENT OF WHICH IT BECOMES AWARE, INCLUDING BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION AS REQUIRED AT 45 CFR 164.410, AND ANY SECURITY INCIDENT OF WHICH IT BECOMES AWARE;

- D. IN ACCORDANCE WITH 45 CFR 164.502(E)(1)(II) AND 164.308(B)(2), IF APPLICABLE, ENSURE THAT ANY SUBCONTRACTORS THAT CREATE, RECEIVE, MAINTAIN, OR TRANSMIT PROTECTED HEALTH INFORMATION ON BEHALF OF THE BUSINESS ASSOCIATE AGREE TO THE SAME RESTRICTIONS, CONDITIONS, AND REQUIREMENTS THAT APPLY TO THE BUSINESS ASSOCIATE WITH RESPECT TO SUCH INFORMATION;
- E. MAKE AVAILABLE PROTECTED HEALTH INFORMATION IN A DESIGNATED RECORD SET TO THE COVERED ENTITY AS NECESSARY TO SATISFY COVERED ENTITY'S OBLIGATIONS UNDER 45 CFR 164.524;
- F. MAKE ANY AMENDMENT(S) TO PROTECTED HEALTH INFORMATION IN A DESIGNATED RECORD SET AS DIRECTED OR AGREED TO BY THE COVERED ENTITY PURSUANT TO 45 CFR 164.526, OR TAKE OTHER MEASURES AS NECESSARY TO SATISFY COVERED ENTITY'S OBLIGATIONS UNDER 45 CFR 164.526;
- G. MAINTAIN AND MAKE AVAILABLE THE INFORMATION REQUIRED TO PROVIDE AN ACCOUNTING OF DISCLOSURES TO THE COVERED ENTITY AS NECESSARY TO SATISFY COVERED ENTITY'S OBLIGATIONS UNDER 45 CFR 164.528;
- H. TO THE EXTENT THE BUSINESS ASSOCIATE IS TO CARRY OUT ONE OR MORE OF COVERED ENTITY'S OBLIGATION(S) UNDER SUBPART E OF 45 CFR PART 164, COMPLY WITH THE REQUIREMENTS OF SUBPART E THAT APPLY TO THE COVERED ENTITY IN THE PERFORMANCE OF SUCH OBLIGATION(S); AND
- I. MAKE ITS INTERNAL PRACTICES, BOOKS, AND RECORDS AVAILABLE TO THE SECRETARY FOR PURPOSES OF DETERMINING COMPLIANCE WITH THE HIPAA RULES.

C) PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- I. BUSINESS ASSOCIATE MAY ONLY USE OR DISCLOSE PROTECTED HEALTH INFORMATION ONLY AS SPECIFIED BELOW IN SECTIONS (II) THROUGH (VII).
- II. BUSINESS ASSOCIATE MAY USE OR DISCLOSE PROTECTED HEALTH INFORMATION AS REQUIRED BY LAW.
- III. BUSINESS ASSOCIATE AGREES TO MAKE USES AND DISCLOSURES AND REQUESTS FOR PROTECTED HEALTH INFORMATION CONSISTENT WITH COVERED ENTITY'S MINIMUM NECESSARY POLICIES AND PROCEDURES.
- IV. BUSINESS ASSOCIATE MAY NOT USE OR DISCLOSE PROTECTED HEALTH INFORMATION IN A MANNER THAT WOULD VIOLATE SUBPART E OF 45 CFR PART 164 IF DONE BY COVERED ENTITY, EXCEPT FOR THE SPECIFIC USES AND DISCLOSURES SET FORTH BELOW.
- V. BUSINESS ASSOCIATE MAY USE PROTECTED HEALTH INFORMATION FOR THE PROPER MANAGEMENT AND ADMINISTRATION OF THE BUSINESS ASSOCIATE OR TO CARRY OUT THE LEGAL RESPONSIBILITIES OF THE BUSINESS ASSOCIATE.
- VI. BUSINESS ASSOCIATE MAY DISCLOSE PROTECTED HEALTH INFORMATION FOR THE PROPER MANAGEMENT AND ADMINISTRATION OF BUSINESS ASSOCIATE OR TO CARRY OUT THE LEGAL RESPONSIBILITIES OF THE BUSINESS ASSOCIATE, PROVIDED THE DISCLOSURES ARE REQUIRED BY LAW, OR BUSINESS ASSOCIATE OBTAINS REASONABLE ASSURANCES FROM THE PERSON TO WHOM THE INFORMATION IS DISCLOSED THAT THE INFORMATION WILL REMAIN CONFIDENTIAL AND USED OR FURTHER DISCLOSED ONLY AS REQUIRED BY LAW OR FOR THE PURPOSES FOR WHICH IT WAS DISCLOSED TO THE PERSON, AND THE PERSON NOTIFIES BUSINESS ASSOCIATE OF ANY

INSTANCES OF WHICH IT IS AWARE IN WHICH THE CONFIDENTIALITY OF THE INFORMATION HAS BEEN BREACHED.

- VII. BUSINESS ASSOCIATE MAY PROVIDE DATA AGGREGATION SERVICES RELATING TO THE HEALTH CARE OPERATIONS OF THE COVERED ENTITY.
  
- D) PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS
  - I. COVERED ENTITY SHALL NOTIFY BUSINESS ASSOCIATE OF ANY LIMITATION(S) IN THE NOTICE OF PRIVACY PRACTICES OF COVERED ENTITY UNDER 45 CFR 164.520, TO THE EXTENT THAT SUCH LIMITATION MAY AFFECT BUSINESS ASSOCIATE'S USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION.
  - II. COVERED ENTITY SHALL NOTIFY BUSINESS ASSOCIATE OF ANY CHANGES IN, OR REVOCATION OF, THE PERMISSION BY AN INDIVIDUAL TO USE OR DISCLOSE HIS OR HER PROTECTED HEALTH INFORMATION, TO THE EXTENT THAT SUCH CHANGES MAY AFFECT BUSINESS ASSOCIATE'S USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION.
  - III. COVERED ENTITY SHALL NOTIFY BUSINESS ASSOCIATE OF ANY RESTRICTION ON THE USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION THAT COVERED ENTITY HAS AGREED TO OR IS REQUIRED TO ABIDE BY UNDER 45 CFR 164.522, TO THE EXTENT THAT SUCH RESTRICTION MAY AFFECT BUSINESS ASSOCIATE'S USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION.
  
- E) PERMISSIBLE REQUESTS BY COVERED ENTITY
  - I. COVERED ENTITY SHALL NOT REQUEST BUSINESS ASSOCIATE TO USE OR DISCLOSE PROTECTED HEALTH INFORMATION IN ANY MANNER THAT WOULD NOT BE PERMISSIBLE UNDER SUBPART E OF 45 CFR PART 164 IF DONE BY COVERED ENTITY. [INCLUDE AN EXCEPTION IF THE BUSINESS ASSOCIATE WILL USE OR DISCLOSE PROTECTED HEALTH INFORMATION FOR, AND THE AGREEMENT INCLUDES PROVISIONS FOR, DATA AGGREGATION OR MANAGEMENT AND ADMINISTRATION AND LEGAL RESPONSIBILITIES OF THE BUSINESS ASSOCIATE.
  
- F) TERM AND TERMINATION
  - I. TERM. THE TERM OF THIS AGREEMENT SHALL BE EFFECTIVE AS OF [INSERT EFFECTIVE DATE], AND SHALL TERMINATE ON [INSERT TERMINATION DATE OR EVENT] OR ON THE DATE COVERED ENTITY TERMINATES FOR CAUSE AS AUTHORIZED IN PARAGRAPH (II) OF THIS SECTION, WHICHEVER IS SOONER.
  - II. TERMINATION FOR CAUSE. BUSINESS ASSOCIATE AUTHORIZES TERMINATION OF THIS AGREEMENT BY COVERED ENTITY, IF COVERED ENTITY DETERMINES BUSINESS ASSOCIATE HAS VIOLATED A MATERIAL TERM OF THE AGREEMENT [AND BUSINESS ASSOCIATE HAS NOT CURED THE BREACH OR ENDED THE VIOLATION WITHIN THE TIME SPECIFIED BY COVERED ENTITY]. [BRACKETED LANGUAGE MAY BE ADDED IF THE COVERED ENTITY WISHES TO PROVIDE THE BUSINESS ASSOCIATE WITH AN OPPORTUNITY TO CURE A VIOLATION OR BREACH OF THE CONTRACT BEFORE TERMINATION FOR CAUSE.
  - III. OBLIGATIONS OF BUSINESS ASSOCIATE UPON TERMINATION.
    - A. UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON, BUSINESS ASSOCIATE SHALL RETURN TO COVERED ENTITY [OR, IF AGREED TO BY COVERED ENTITY, DESTROY] ALL PROTECTED HEALTH INFORMATION RECEIVED FROM COVERED ENTITY, OR CREATED, MAINTAINED, OR RECEIVED BY BUSINESS ASSOCIATE ON BEHALF OF COVERED ENTITY, THAT THE BUSINESS ASSOCIATE STILL MAINTAINS IN ANY FORM. BUSINESS ASSOCIATE SHALL RETAIN NO COPIES OF THE PROTECTED HEALTH INFORMATION.
    - B. (D) SURVIVAL. THE OBLIGATIONS OF BUSINESS ASSOCIATE UNDER THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

G) MISCELLANEOUS

- I. REGULATORY REFERENCES. A REFERENCE IN THIS AGREEMENT TO A SECTION IN THE HIPAA RULES MEANS THE SECTION AS IN EFFECT OR AS AMENDED.
- II. AMENDMENT. THE PARTIES AGREE TO TAKE SUCH ACTION AS IS NECESSARY TO AMEND THIS AGREEMENT FROM TIME TO TIME AS IS NECESSARY FOR COMPLIANCE WITH THE REQUIREMENTS OF THE HIPAA RULES AND ANY OTHER APPLICABLE LAW.
- III. INTERPRETATION. ANY AMBIGUITY IN THIS AGREEMENT SHALL BE INTERPRETED TO PERMIT COMPLIANCE WITH THE HIPAA RULES.

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE LATER OF THE TWO DATES BELOW.

**PRODUCER**

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PRODUCER'S AFFILIATED AGENCY**

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DMI MARKETING, INC.**

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** General Agent

**DATE:** \_\_\_\_\_



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