



YOUR APPLICATION MAY BE RETURNED!

You must be licensed and appointed with the company prior to submitting an application. Insurance companies are now ***returning*** applications submitted by brokers who are not ***licensed and appointed*** for the respective company in the state of solicitation.

**** ATTENTION ****

**THIS PAPERWORK MUST BE
RETURNED TO YOUR
BROKERAGE
GENERAL AGENCY.**

**Failure to return to your Brokerage General Agency
will result in a delay of the appointment and possible
rejection, by the carrier, of any business submitted.**

SALES AGREEMENT



1.0 APPOINTMENT

- 1.1 Hartford Life Insurance Company and Hartford Life and Annuity Insurance Company (hereinafter collectively referred to as “Company”) hereby appoint the named individual or organization(s) as “Agent” of Company for the solicitation and procurement of the products listed on the schedule pages attached to this Agreement. Such appointment will be maintained in all jurisdictions in which the Agent is properly licensed, appointed and doing business. There are no exclusive jurisdictions. The scope of this Agreement is limited to insurance products (“Policies”) that do not constitute a security.

2.0 AUTHORITY

- 2.1 Agent has the power or authority to represent Company only to the extent expressly granted in this Agreement and no further power or authority is implied.
- 2.2 Nothing contained herein is intended to create a relationship of employer and employee between Company and Agent. Agents, shall be independent contractors as to Company and free to exercise their own judgment as to the time, place and means of performing all acts hereunder, but they shall conform to all regulations and guidelines of Company, as communicated to Agent by Company, and not unreasonably interfering with freedom of action or judgment.
- 2.3 This Agreement terminates all previous agency agreements, if any, between Company and Agent. However, the execution of this Agreement shall not affect any obligations which have already accrued under any prior agreement.
- 2.4 Unless permitted to net commissions, Agent shall only have the authority to collect initial premiums except as specifically set forth in the applicable commission schedule. Unless previously authorized by Company, Agents shall not have any right to withhold or deduct any part of any premium it shall receive for purpose of payment of commission or otherwise. Commission netting is not permitted for sales of life products.
- 2.5 Agent is authorized to procure and solicit applications only for those products listed on the Commission Schedule(s) attached hereto. Company reserves the right to withdraw and/or add products that are available for sale from time-to-time at its sole discretion and upon written notice to Agent.

3.0 COMPENSATION

- 3.1 Company will pay Agent as full compensation hereunder, commissions and/or service fees on premiums paid to Company on account of Policies issued upon applications procured pursuant to this Agreement and while this Agreement is in effect.
 - 3.1.1 Commission and/or service fees will be paid in the amounts and for the periods of time as set forth in the Commission Schedules included in this Agreement or subsequently made a part hereof, and which are in effect at the time the applications for such Policies are received by Company.

- 3.1.2 The Commission Schedules included in this Agreement are subject to change by Company at any time, but only upon written notice to Agent. No such change shall affect any Policies issued upon applications received by Company at Company's Home Office prior to the effective date of such change.
- 3.1.3 Any Commission Schedule included in this Agreement or subsequently made a part hereof may provide other or additional conditions regarding compensation and if so, will be controlling to the extent of the other or additional conditions.
- 3.2 Compensation will be earned by Agent only for those applications accepted in good order by Company, and only after receipt by Company at Company's Home Office in Simsbury, Connecticut, or at such other location as the Company may designate, from time to time, of the required premium and compliance by Agent with any outstanding delivery requirements.
 - 3.2.1 No compensation will be earned or paid on premiums waived by Company pursuant to any "waiver of premium" provision.
 - 3.2.2 Company reserves the right to rescind or terminate any existing Policy and refund premiums. Should Company for any reason return any premium on a policy issued hereunder, Agent agrees to repay Company, within thirty (30) business days of notice, the total amount of any compensation which may have been paid to Agent for the sale of that Policy.
- 3.3 Any compensation otherwise payable to Agent in accordance with this Agreement will be reduced by the amount of such compensation paid directly, at the direction of Agent, by Company to any person; or, in connection with group policies, by the amounts paid by Company to a resident licensed agent in a state which requires the countersignature by, or the effectuating of the insurance through, a resident licensed agent.
- 3.4 Company will periodically provide Agent with commission statements. If Agent does not question the accuracy of such statement in writing within 90 days of mailing, such statements shall be deemed accurate and complete.
- 3.5 In the event of termination of this Agreement for one or more of the reasons specified in Subsections 6.2.1 or 6.2.2 below, no further commissions or other compensation shall thereafter be payable.
- 3.6 In the event of termination in accordance with Subsection 6.1 below if in any calendar year following such termination, if the aggregate commissions payable hereunder total less than \$100.00, no further commissions shall be payable hereunder, other references to vesting to the contrary not withstanding.
- 3.7 Company reserves the right to modify, change or discontinue the offering of any policy form at any time.
- 3.8 No payment will be used by the Agent to effect compensation in excess of the limits of Section 4228 of the New York Insurance Law for the sale of insurance.

4.0 GENERAL PROVISIONS

- 4.1 Agent shall cooperate with Company in the investigation and settlement of all claims, complaints or grievances against Agent and/or Company relating to the solicitation or sale of Policies under this Agreement. Agent shall promptly forward to Company any notice of claim, complaint or grievance or other relevant information which may come into Agent's possession.
- 4.2 Agent shall keep full and accurate records of the business transacted by Agent under this Agreement and shall forward to Company such reports of said business as Company may prescribe. Company shall have the right to examine said records at reasonable times. All rate books, manuals, software, forms, supplies and any other properties furnished by Company and in the possession of Agent shall be returned to Company on termination of this Agreement.
- 4.3 Agent shall bear all of Agent's expenses incurred in the performance of this Agreement.
- 4.4 Agent shall obtain applications for Company and, where appropriate, to conserve and renew Policies issued by Company.
- 4.5 All applications for the purchase of Policies shall be subject to acceptance by Company. Company reserves the right to prescribe conditions, rules and regulations for the offer and acceptance of its Policies, which may be changed from time to time and which shall be forwarded to Agent.
- 4.6 Except in regard to Commission Schedule changes as stated herein or as may be required by law or regulation, no waiver or modification of this Agreement will be effective unless it be in writing and signed by a duly authorized officer of Company and Agent or a duly authorized officer of Agent.
- 4.7 The failure of Company to enforce any provisions of this Agreement shall not constitute a waiver of any such provision. The past waiver of a provision by Company shall not constitute a course of conduct or a waiver in the future of that same provision.
- 4.8 In the event any legal process or notice is served on Agent in a suit or proceeding against Company, Agent shall forward forthwith such process or notice to Company at its Home Office in Simsbury, Connecticut, by certified mail, or at such other location as the Company may designate, from time to time.
- 4.9 Agent shall not use any advertising material, prospectus, proposal, or representation either in general or in relation to Policies of Company unless furnished by Company or until the consent of Company shall have been first secured. Agent shall not issue or recirculate any illustration, circular, statement or memorandum of any sort, misrepresenting the terms, benefits or advantages of any Policy issued by Company, or make any misleading statement as to benefits to be received thereon, or as to the financial position of Company.
- 4.10 Agent shall not make any misrepresentation or incomplete comparison of products for the purpose of inducing a current or potential policyowner or policyholder to lapse, forfeit or surrender his or her current insurance policy in favor of purchasing Companies' or other insurer's product. Communication with clients shall include sufficient information regarding the appropriateness of the transaction to allow the client to make an informed decision. Agent will ensure that any replacement recommended will be suitable.

- 4.11 Except to the extent permitted by law, Agent shall not offer or pay any rebate of premium or make any offer of any other inducement not specified in the Policies to any person to insure with Company.
- 4.12 No assignment of this Agreement, or commissions payable hereunder, shall be valid unless authorized in writing by Company. Every assignment shall be subject to any indebtedness and obligation of Agent that may be due or become due to Company and any applicable state insurance regulations pertaining to such assignments.
- 4.13 Company may at any time deduct, from any monies due under this Agreement, every indebtedness or obligation of Agent to Company or to any of its affiliates.
 - 4.13.1 On termination of this Agreement, any outstanding indebtedness to Company shall become immediately due and payable.
- 4.14 Agent shall comply with insurance rules relating to the sale of insurance products, including but not limited to rules describing the use of illustrations.

5.0 **LIMITATION OF AUTHORITY**

- 5.1 Agent may not incur any indebtedness or liability, or to make, alter or discharge agreements, or to waive forfeitures, extend the time of payment of any premium, waive payment in cash, or to receive any money due or to become due Company, except as specifically provided in this Agreement.
- 5.2 No individual Policy shall be delivered if Agent has knowledge that the health of the proposed insured has changed since the application was taken. Any Policy not delivered, in accordance with this Subsection 5.2, shall be returned to Company immediately.
- 5.3 Agent is prohibited from binding or committing Company on any risk except as outlined in Company approved temporary insurance agreements.
- 5.4 Agent may not make, waive or modify any rates, terms or conditions of any Policy.

6.0 **TERMINATION**

- 6.1 This entire Agreement may be terminated by either party by giving thirty (30) days' notice in writing to the other party.
 - 6.1.1 Such notice of termination shall be mailed to the last known address of Agent appearing on Company's records or in the event of termination by Agent, to the Home Office of Company at P.O. Box 5085, Hartford, Connecticut 06102-5085.
 - 6.1.2 Such notice shall be an effective notice of termination of this Agreement as of the time the notice is deposited in the United States mail or the time of actual receipt of such notice if delivered by means other than mail.
- 6.2 This Agreement shall automatically terminate without notice upon the occurrence of any the events set forth below:
 - 6.2.1 When and if Agent commits fraud or gross negligence in the performance of any duties imposed upon Agent by this Agreement or wrongfully withholds or misappropriates, for Agent's own use, funds of Company, its policyholders or applicants.

- 6.2.2 When and if Agent materially breaches this Agreement or materially violates any applicable Federal or State insurance laws or regulations.
- 6.2.3 When and if Agent fails to obtain renewal of a necessary license in any jurisdiction, but only as to that jurisdiction.
- 6.3 The provisions of Sections 3.0, 4.0, and 5.0 and (if applicable) Subsection 7.5 shall survive the termination of this Agreement, as appropriate.

7.0 **CUSTOMER CONFIDENTIALITY**

The Company and Agent agree that all Personal Information received by any party related to a policyowner shall remain confidential, unless such facts or information is required to be disclosed by any regulatory authority or court of competent jurisdiction.

For purposes of this Agreement, Personal Information means financial and medical information that identifies an individual personally and is not available to the public, including, but not limited to, credit history, income, financial benefits, policy or claim information and medical records.

All parties agree to use and disclose Personal Information only to carry out the purposes for which it was disclosed to them and will not use or disclose Personal Information if prohibited by applicable law, including, without limitation, statutes and regulations enacted pursuant to the Gramm-Leach-Bliley Act (Public Law 106-102). If any party hereto outsources services to a third party, that party shall ensure that such third party will agree in writing to maintain the security and confidentiality of any information shared with them.

8.0 **AML**

Agent represents that it has received anti-money laundering training regarding the USA PATRIOT Act, and applicable implementing regulations promulgated by the Secretary of the United States Treasury. Such training shall include but not be limited to “Know Your Customer” identification and verification procedures; financial transaction monitoring/surveillance procedures to determine whether any client is engaging in suspicious activities that should be reported to the United States Treasury Department’s Financial Crimes Enforcement Network office; and Agent’s responsibilities under Hartford Life’s AML Program for selling covered products offered by Hartford Life as set forth in the Guide to Hartford Life’s AML Program as it may be annually updated by Hartford Life.

Agent represents it will not sell any Policies to: (1) any investor listed on the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) list of prohibited persons, entities, and countries, and for which any Hartford Life transactions with such investor are prohibited under the various economic sanctions laws and regulations administered by OFAC, or (2) a foreign shell bank. A foreign shell bank is defined as a bank that (a) does not maintain a physical presence in any jurisdiction; and (b) is not (i) an affiliate of a bank that maintains a physical presence and (ii) subject to regulation by the governmental authority that regulates the non-shell bank affiliate.

Agent represents it will cooperate and share information with Company with respect to suspicious client activities or ‘red flag’ events, and help investigate and resolve whether particular transactions are or are not suspicious, and in the preparation of Suspicious Activity Reports to the Financial Crimes Enforcement Network. Agent acknowledges that non-cooperation with these Anti-Money Laundering provisions constitutes a reason for the termination of this Agreement pursuant to the termination provisions of this Agreement.

9.0 **INDEMNIFICATION**

- 9.1 Agent shall indemnify and hold Companies, and each of their respective directors, officers, and employees, harmless from any claims, demands, damages and/or costs sustained by Companies and/or Affiliates (including reasonable attorneys' fees) on account of, arising out of or related to any complaint, claim, action, suit or proceeding arising out of, based upon, or otherwise relating to: (a) any breach of any representation, warranty, covenant, agreement or other obligation of Agent in this Agreement; (b) a violation of applicable state and/or federal laws, regulations or rules, or the rules; (c) negligent, fraudulent, illegal or wrongful action or inaction by Agent and any affiliate or by persons employed or appointed by Agent. Agent expressly authorizes Company to charge against all compensation due or to become due to Agent under this Agreement any monies paid or liabilities incurred by Company under this Provision.
- 9.2 Company shall indemnify and hold Agent harmless from any claims, demands, damages and/or costs sustained by Agent (including reasonable attorneys' fees) on account of, arising out of, or related to any complaints, claim, action, suit or proceeding based upon, or otherwise relating to: (a) any breach of any representation, warranty, covenant, agreement or other obligation of Company contained in this Agreement; (b) a violation of applicable insurance laws, regulations or rules, or the rules; or (c) negligent, fraudulent, illegal or wrongful action or inaction by Company. Indemnification by Company is subject to the conditions that Agent promptly notifies Company of any claim or suit made against Agent, and that Agent allows Company to make such investigation, settlement, or defense thereof as Company deems prudent.

9.0 **CHOICE OF LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

10.0 **COMPENSATION DISCLOSURE**

The parties to this Agreement agree to comply with all applicable state insurance and federal securities law relating to the disclosure of compensation generated in connection with the sales of Policies described in this Agreement. To the extent applicable, this Section also addresses the specific practice of Agent(s) charging fees to a policyholder for the placement/service of the Companies products sold by the Agent. This charging of any fee to the policyholder is solely a decision by the Agent acting on its own behalf and not on the behalf of Companies.

By executing this Agreement, all parties acknowledges that this Agreement has been read in its entirety and is in agreement with the terms and conditions outlining the rights of the parties under this Agreement.

IN WITNESS WHEREOF, the undersigned parties acknowledges that this Agreement has been read in its entirety, are in agreement with the terms and conditions and have executed this Agreement to be effective as set forth above, upon the effective date below.

AGENT

By: _____

Print Name: _____

Title: _____

Date: _____

Social Security Number/Tax ID Number: _____

HARTFORD LIFE INSURANCE COMPANY

By: _____

Title: _____

Date: _____

HARTFORD LIFE AND ANNUITY INSURANCE COMPANY

By: _____

Title: _____

Date: _____



Hartford Life Insurance Companies
 Individual Life Operations - Contracting
Mailing Address:
PO Box 5085
Hartford CT 06102-5085
Fax 860.392.3346

APPLICATION AND AGREEMENT FOR APPOINTMENT ONLY

SECTION A: APPLICANT INFORMATION

Individual Application

First Name		Middle Name		Last Name	
SSN		Birth Date		Professional Designations	
Resident Address (No PO Box)			City	State	Zip
Resident Phone		Resident Fax		Cell Phone	
Business Address			City	State	Zip
Business Phone		Business Fax		Email Address	

SECTION B: BACKGROUND QUESTIONNAIRE

For each of the questions below, if the answer is YES, please attach **a specific written explanation** with relevant dates and documentation, including certified copies of all court documents, pertaining to the question. **Failure to disclose any information** requested below will be cause for automatic rejection of this contracting appointment. *(Any pending business associated with this appointment request will also be rejected.)*

	<u>Yes</u>	<u>No</u>
1. Has any insurance company canceled your appointment and/or contract for cause?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you ever had any administrative proceedings, fines, reprimands, or revocations/suspensions of your license or registration(s) by any state or federal regulatory authority?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you ever been convicted of, plead guilty or nolo contendere to any criminal offense (including misdemeanor and felony traffic offenses)?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you had a debt placed for collection, or a creditor write off a debt as uncollectible during the past 3 years?	<input type="checkbox"/>	<input type="checkbox"/>
5. Have you filed for bankruptcy, or debt reorganization (chapters 7, 11, 13) or had a judgment entered against you in connection with a debt during the past 7 years?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you ever been or are you currently involved in any pending indictments, law suits, civil judgments or other legal proceedings (civil or criminal)?	<input type="checkbox"/>	<input type="checkbox"/>
7. Are you currently subject to any tax liens or levies against you by the Federal Government (IRS) or any state regulatory authority?	<input type="checkbox"/>	<input type="checkbox"/>

SECTION C: APPOINTMENT INFORMATION

Type of Appointment <input type="checkbox"/> Individual <input type="checkbox"/> Agency	Resident State Insurance License #	NPN #
Indicate all states where appointment is being requested. Non-resident state appointments will be processed upon receipt of a new business application, except for restricted states (R).		
<input type="checkbox"/> All States	<input type="checkbox"/> Iowa	<input type="checkbox"/> Mississippi
<input type="checkbox"/> Alaska	<input type="checkbox"/> Idaho	<input type="checkbox"/> Montana
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> North Carolina (R)
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Indiana	<input type="checkbox"/> North Dakota
<input type="checkbox"/> Arizona	<input type="checkbox"/> Kansas	<input type="checkbox"/> Nebraska
<input type="checkbox"/> California	<input type="checkbox"/> Kentucky	<input type="checkbox"/> New Hampshire
<input type="checkbox"/> Colorado	<input type="checkbox"/> Louisiana	<input type="checkbox"/> New Jersey
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Mexico
<input type="checkbox"/> District of Columbia	<input type="checkbox"/> Maryland	<input type="checkbox"/> Nevada
<input type="checkbox"/> Delaware	<input type="checkbox"/> Maine	<input type="checkbox"/> New York
<input type="checkbox"/> Florida (R) (if no active appointment)	<input type="checkbox"/> Michigan	<input type="checkbox"/> Ohio
<input type="checkbox"/> Georgia (R)	<input type="checkbox"/> Minnesota	<input type="checkbox"/> Oklahoma
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Missouri	<input type="checkbox"/> Oregon
		<input type="checkbox"/> Pennsylvania (R)
		<input type="checkbox"/> Rhode Island
		<input type="checkbox"/> South Carolina
		<input type="checkbox"/> South Dakota
		<input type="checkbox"/> Tennessee
		<input type="checkbox"/> Texas
		<input type="checkbox"/> Utah (R)
		<input type="checkbox"/> Virginia
		<input type="checkbox"/> Vermont
		<input type="checkbox"/> Washington
		<input type="checkbox"/> Wisconsin
		<input type="checkbox"/> West Virginia
		<input type="checkbox"/> Wyoming

SECTION D: FINRA INFORMATION

Are you FINRA licensed/registered? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, what type of registration do you hold? <input type="checkbox"/> Series 6 <input type="checkbox"/> Series 7 <input type="checkbox"/> Series 63 <input type="checkbox"/> Other _____
Broker/Dealer Affiliation	Individual CRD #

SECTION E: ERRORS AND OMISSIONS INFORMATION

Do you have Errors & Omissions coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, provide Carrier Name.
Policy #	Indicate minimum coverage.

SECTION F: AGREEMENT

The Recruiting Agent hereby requests Hartford to appoint the agent identified above as an agent authorized to solicit and sell Hartford's individual life insurance products. **Upon such appointment**, the Recruiting Agent and Applicant agree:

- To comply with all applicable federal and state laws and regulations and Hartford directives;
- That Applicant shall be deemed a sub-agent under the terms of the Sales Agreement that Hartford and Recruiting Agent have entered into and that this appointment shall be subject to the terms of that Sales Agreement, including but not limited to, Section 2.5;
- That any commissions or compensation that is payable by Hartford for business procured by Applicant under this appointment shall be paid directly to Recruiting Agent pursuant to the Sales Agreement by and between the Recruiting Agent and Hartford;
- Applicant and Recruiting Agent represent that they have entered into a separate agreement regarding payment to Applicant for Applicant's sales activities and that Recruiting Agent assumes full and complete responsibility for compensation that is payable to Applicant;
- Hartford shall have no responsibility or liability to Applicant for payment of any commission or compensation and both Recruiting Agent and Applicant agree to hold Hartford harmless from any liability for payment of any compensation to Applicant; and
- All licenses must be renewed prior to their expiration date.

SECTION G: APPLICANT SIGNATURE

Applicant authorizes Hartford Life and Annuity Insurance Company or Hartford Life Insurance Company (Company) to request and obtain from a consumer reporting agency, an investigative consumer report in connection with this application and any circumstance that may arise while appointed. Applicant understands that such report may include information as to character, general reputation, personal characteristics, and mode of living which is obtained from document requests and personal interviews with Applicant's family, friends, neighbors, employees or business associates, financial sources or other with whom Applicant is acquainted. Applicant authorizes all persons and entities (including, but not limited to, governmental agencies, law enforcement authorities, state insurance departments and credit agencies) to release any information to the Company, its licensed recruiting agents or a consumer reporting agency as it may relate to this Application; and Applicant releases any person or entity so contacted from any liability with respect to the information provided. Company may release information in its files to its affiliates and/or recruiting agents. Applicant understands that he/she has the right to request to be interviewed in connection with any investigative consumer report. Further, upon written request, Applicant will be provided with information regarding the nature and scope of any consumer report and may also obtain a copy of the report. Applicant also understands that if necessary, more information may be required to complete, maintain, or close my file and Company is obtain such information. Applicant understands that Company will provide a summary of rights under the Fair Credit Reporting Act, which can be located at www.ftc.gov/os/statutes/fera.htm.

Applicant certifies that the information provided on this application is true and correct to the best of Applicant's knowledge and belief and agrees that this Authorization shall remain valid during the term of my relationship with the Company. Applicant understands that any false statement provided to the Company may be considered as sufficient cause for rejection of my Application or for termination of my appointment if such false statement is discovered subsequent to appointment. Further, Applicant understands that he/she will not be considered appointed with the Company until a background check is completed and approved and necessary appointment paperwork has been executed and filed by the Company.

Signature of Applicant	Date
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TO BE COMPLETED BY THE RECRUITING OFFICE

SECTION H: AGREEMENT SPECIFICATIONS

Direct Up-line Name	SSN/TIN
Direct Up-line Agent Code(s)	Field Office #

SECTION I: RECRUITER ACCEPTANCE AND SIGNATURE *

Recruiter Name	Title
Recruiter Signature	Date

**The recruiter acceptance and signature is required from the person who holds oversight responsibilities for the Agent listed above in Section A. These consist of an Account Executive, BGA, Field Office Manager, IMO, Life Brokerage Marketing, PPGA stand-alone, Regional Life Consultant or the Regional Marketing Specialist.*