Reset All Fields

Standard Insurance Company

1100 SW Sixth Avenue Portland OR 97204-1092

Producer Sales Contract

***NOTE: This is a "fillable" form**. Tab to move to the next field. Print when you have completed all fields and answered all questions. Alternatively, you may print the form now and type or handwrite the form. Sign, date and either FAX or mail in the form.*

Individual Applicant (or Principal if contracting as a Business)		**Business Entity**	
INDIVIDUAL APPLICANT'S NAME		BUSINESS ENTITY NAME	
SOCIAL SECURITY NUMBER	DATE OF BIRTH (mm-dd-yyyy)	TAX ID FOR BUSINESS ENTITY	STATE OF DOMICILE
INDIVIDUAL'S E-MAIL ADDRESS *(Required)*	HOME TELEPHONE	OFFICE TELEPHONE	FAX NUMBER
INDIVIDUAL'S RESIDENCE STREET ADDRESS *(Required for Appointment)*		BUSINESS MAILING ADDRESS *(to which all mail is to be sent)* *(If PO Box, also include street address)*	
CITY STATE ZIP		CITY STATE ZIP	

Compensation

Payee shall be the: ☐ **Individual Applicant named above.** ☐ **Business Entity named above.**

Payee shall be paid by Standard Insurance Company (Standard, We, Us, Our) for the performance by the Individual Applicant of duties of the Producer (You, Your) under this Producer Sales Contract (Contract):

If Payee is a Business Entity, the Individual Applicant acknowledges that the Individual Applicant shall receive no compensation from Standard; and confirms that the Individual Applicant has entered into a separate agreement with the Business Entity named above, and will look to said Business Entity for any and all compensation related to Standard products.

The Individual Applicant ☐**is** ☐**is not** the principal party of the Business Entity named above.

The Individual Applicant ☐**will** ☐**will not** be soliciting applications for Standard Products.

(If Business Entity is already contracted, skip the remainder of this section and the Payee's Substitute W-9 Certification.)

Reporting: Twice each month in which there is commission activity,
We will e-mail a commission statement to the Payee's e-mail address:
You agree to notify Standard of any changes to the Payee's e-mail address.

PAYEE'S E-MAIL ADDRESS (*if different from above*)

Direct Deposit: All compensation will be electronically deposited (EFT) in the account designated below unless Payee is already contracted with Standard.

(NOTE: Confirmation time from Payee's financial institution may require mailing the initial commission check(s).)

NAME OF FINANCIAL INSTITUTION FOR DEPOSIT	ACCOUNT NUMBER	*Send a voided check or photocopy.*

By Your signature on the Contract, You request and authorize Standard to initiate electronic deposit credit entries to the above account. You agree to notify Standard as soon as reasonably possible of any changes to the account designated. Such notification shall allow Standard and the Financial Institution sufficient time to act on the change notification. You shall make any such change notification in writing or on the Producers Online Web site.

Applicant's Disclosure Notice *(Required)*

I authorize all persons and entities to release all written and verbal information about me to Standard Insurance Company. I release and agree to hold each harmless from all liability and responsibility for doing so.

I specifically understand and authorize the procurement of an investigative consumer credit report and understand that in all likelihood it will contain information about my background, mode of living, character, general reputation, and personal characteristics. I further understand that upon written request I will be given a list of all the areas which will be researched and included in the investigative report into my background.

I have read and understand the Summary of My Rights Under the Fair Credit Reporting Act that was provided to me by Standard Insurance Company.

This authorization, in original or copy form, is valid now or at any time in the future. I agree with all the provisions shown in this disclosure form and have been provided a copy of this document.

✕ _____ _____

SIGNATURE OF APPLICANT DATE SIGNED

Applicant's Declaration *(Required)*

I affirm that the information I provide in this application packet is true and complete, including my answers to the following questions.

1. Has any insurer ever paid out a claim on your behalf related to liability in the performance of your professional insurance services or has any demand of indebtedness been made against you as a result of any insurance transaction or business? ..... ☐ **Yes** ☐ **No**
2. Have you ever been named as a party to any lawsuit involving allegations of misrepresentation, fraud, theft, misappropriation of funds, or breach of fiduciary duty? ..... ☐ **Yes** ☐ **No**
3. Have you ever had an insurance sales contract or an insurance appointment terminated for any alleged misconduct, or has any state or federal regulatory agency ever denied, suspended or revoked your professional license, or fined, penalized, or otherwise disciplined you by restricting your occupational activities? ..... ☐ **Yes** ☐ **No**
4. Have you ever been named as a defendant in a criminal indictment or complaint, been arrested, summoned, or arraigned in connection with a felony, or been convicted of any felony, or have you ever been convicted, plead guilty or plead no contest to any misdemeanor involving dishonesty or breach of trust? ..... ☐ **Yes** ☐ **No**

Explain below (or on an attached sheet) any "Yes" answers to questions 1 through 4. Please be specific and provide dates.

Payee's Substitute W-9 Certifications *(Required unless Payee is already contracted)*

We require certification of the Payee's taxpayer identification number (TIN). ***If Payee is contracting as an individual, this TIN will generally be your Social Security number. If Payee is contracting as a Business Entity, this TIN will generally be the Business Entity's Employer Identification number.*** *If this Substitute W-9 is not filed, we will be required to withhold income taxes according to Internal Revenue Service guidelines. Failure to provide us with the appropriate taxpayer identification number may result in a $50 penalty imposed by the Internal Revenue Service. In addition, in the event of such failure, we are required to withhold 28% of your taxable distribution, regardless of your withholding election.*

Please enter Payee's taxpayer identification number:

Under penalties of perjury, I certify that:

(1) The Payee is a US Person, and
(2) The number shown on this Substitute W-9 is the Payee's correct taxpayer identification number, and
(3) The Payee is not subject to backup withholding because:
- **(a) The Payee is exempt from backup withholding, or**
- **(b) The Payee has not been notified by the Internal Revenue Service (IRS) that Payee is subject to backup withholding as a result of a failure to report all interest or dividends, or**
- **(c) The IRS has notified the Payee that the Payee is no longer subject to backup withholding.**

(IMPORTANT NOTE: You must STRIKE OUT the language in section (3) above if Payee is subject to backup withholding.)
The Internal Revenue Service does not require Payee's consent to any provision of this Substitute W-9 other than the certifications required to avoid backup withholding.

X _____ _____
SIGNATURE OF PAYEE DATE SIGNED

NAME ON FIRST POLICY APPLICATION SUBMITTED	DATE OF APPLICATION (mm/dd/yyyy)	STATE

TO SECURE YOUR STATE APPOINTMENT: *If you have not already faxed license copies to our home office, send a copy of your license for the above state and your residence state if different.*

Section 1. Appointment

Standard Insurance Company, Portland, Oregon (Standard, We, Us, Our) hereby contracts with and agrees to appoint the person or entity named on the signature page (You, Your) as a Producer. This Producer Sales Contract (Contract) is effective on the date determined by Standard, as indicated herein.
You agree as follows, to:

1.1 Solicit and procure applications for Standard products as listed on any Product & Compensation Amendment in effect and made a part of this Contract, but, in any state that requires pre-appointment, You may not solicit an application for a Standard product before You are appointed to do so in that state;

1.2 Remit all applications and any initial premiums promptly to Standard's home office;

1.3 Deliver all issued policies promptly to the policyholder in accordance with any delivery instructions;

1.4 Provide service to policyholders of Standard products;

1.5 Obtain and keep in good standing all appropriate licenses necessary to solicit applications as authorized under this Contract.

We agree to compensate You as provided in this Contract.

Section 2. Consideration

In consideration for all of Your duties and obligations contained in this Contract, We grant You the right to sell Our products. We further agree to compensate You according to the applicable Product & Compensation Amendment. Your initial Product & Compensation Amendment is attached. New Product & Compensation Amendments may be issued from time to time. Each Product & Compensation Amendment, on its effective date, shall be a part of this Contract and shall determine the products available to sell and all compensation based on applications and increases written from that date to the effective date of Your next Product & Compensation Amendment.

Section 3. General Provisions

3.1 INDEPENDENT CONTRACTOR

You are not an employee of Standard under this Contract. You are an independent contractor using Your own judgment and guidelines in performing under the terms of this Contract. Standard shall not determine the place or time that You perform Your duties as a Producer under this Contract, and nothing contained in this Contract shall limit Your right to sell products on behalf of other insurance companies. You are responsible for paying all expenses You incur in carrying out the terms of the Contract.

As a Producer, You are not a full-time salesperson for Standard. Therefore You are not eligible for any fringe benefit plans in which participation by You or contributions by Standard are in any way dependent on Your being considered a statutory or common law employee. Standard will not pay any social security or related taxes on Your commissions or other compensation. All social security and related taxes are payable from Your own funds by You as an independent contractor.

3.2 FIDELITY BOND AND INDEMNITY AGREEMENT

You are not covered under Standard's fidelity bond. However, You acknowledge that We may obtain a fidelity bond to cover any liability Standard may incur as a result of any actions by You or individuals working for You or on Your behalf. You agree to provide reasonable assistance to Standard in obtaining such a bond. Notwithstanding any fidelity bond, You agree to indemnify and hold Standard harmless against any damages or losses incurred by Standard as a result of Your actions or the actions of individuals working for You or on Your behalf.

3.3 CLAIMS AGAINST YOU OR STANDARD

You agree to provide timely notice to Standard and applicable error and omissions insurance carriers as soon as You become aware of any claim against Standard, You, or any individual working for You or on Your behalf where said claim is in any way related to the sale of Standard Products. You agree to cooperate with these carriers. To the extent such a claim arises out of any act or omission of Yours, or any act or omission of any person working for You or on Your behalf, and full coverage by any errors and omissions carriers is not extended to You, or individuals working for You or on Your Behalf, or to Standard, We have the right to defend said claim, and settle that claim upon receipt of proof satisfactory to Us of the merit of that claim. You will be liable to Standard and agree to reimburse Us fully for any unreimbursed payments made and any related expenses incurred by Us in the defense and settlement of any such claim that We defend, pay or settle, including costs of counsel employed for such action.

3.4 ASSIGNMENT

Standard is relying on Your specific abilities in the performance of Your rights, obligations and duties under this Contract. Therefore, neither this Contract nor any of the rights, obligations or duties under this Contract may be assigned by You without Our prior written approval, which approval may be withheld in Our sole discretion.

3.5 ACTS NOT AUTHORIZED

Your authority extends no further than is specifically stated in this Contract and, except as expressly set forth herein, You shall have no power or authority to act on behalf of Standard. Specifically, but not limited to the following, You are not authorized:

(a) To offer for sale, in the name of Standard, any products not included on the attached Product & Compensation Amendment(s). However, this shall not affect Your ability to sell products on behalf of other insurance companies;

(b) To make, alter, or discharge contracts in the name of Standard, waive any right or forfeiture, name extra rates for special risks, or extend the time for paying any premium;

(c) To incur any debt or liability for or against Standard, institute any legal proceedings, or bind Standard in any manner whatsoever, except as provided in a Standard Insurance Company written receipt for premiums;

(d) To accept any money or property for or on behalf of Standard except as described in the applicable Product & Compensation Amendment;

(e) To create or use any advertisement (all written, oral and pictorial materials designed to reach the public, including but not limited to brochures, newsletters, letters, presentations, web pages, phone scripts, illustrations, business cards, letterhead, mailings or e-mailings) containing Standard's signature package (logo), referencing Standard or Our products, or mentioning Our name unless (1) it has first been approved by Standard in writing, and (2) a copy of the final version has been received by Standard's home office before it is used, and (3) it is used in accordance with any conditions and limitations of said approval.

3.6 FORFEITURE OF CONTRACT RIGHTS, BENEFITS AND COMPENSATION

Standard, at its option, may declare this Contract null and void, and all Your rights, benefits, and compensation from Standard (according to Section 2 CONSIDERATION) shall be forfeited, if You do (or You cause or allow any individuals working for You or on Your behalf to do) any of the following:

(a) Withhold any funds, documents, or property belonging to a Standard policyholder or beneficiary, or to a person whose application has not been accepted by Standard;

(b) Provide false information on Your Applicant's Declaration or intentionally violate any of the conditions or obligations of this Contract;

(c) Violate any state or federal insurance, securities, or criminal laws;

(d) Have Your license to sell insurance products terminated, suspended, censured or restricted by any state.

(e) Fail to act in a manner consistent with Section 4. ETHICAL STANDARD or Section 5. MAINTAING CONFIDENTIALITY OF PERSONAL INFORMATION.

Nothing herein shall affect Standard's right to assert any other claim, either in law or in equity, it may have or acquire against You.

3.7 WAIVER

The failure of either party to exercise any right or enforce any provision of this Contract shall not be construed as a waiver of that party's right to subsequently exercise that right or enforce that provision.

3.8 ATTORNEYS' FEES

If Standard prevails in any claim, action or suit to enforce or interpret this Contract, or otherwise with respect to the subject matter of this Contract, You agree to pay all reasonable attorneys' fees and costs incurred by Standard in any claim, action or suit (including appeals). You also agree to pay all costs of collection of any funds owed by You to Standard, including reasonable attorneys' fees, regardless of whether any claim, action or suit is filed by Standard. Conversely, if You prevail in any such action or suit on this Contract, Standard agrees to pay Your reasonable attorneys' fees and costs.

3.9 AMENDMENT OF CONTRACT

Standard reserves the right to amend any part of this Contract by written notice to You at Your last known address. Any amendment will be effective thirty days from the mailing of such notice, or earlier by mutual written agreement, but no such amendment shall affect compensation payable on policies previously put in force, except by mutual written agreement. Neither this Contract nor any amendment to it shall bind Standard unless signed by an officer of Standard. Standard reserves the right to change any part of the Product & Compensation Amendment at any time. The commission calculations stated in any Product & Compensation Amendment, however, shall continue to apply until such changed Product & Compensation Amendment is provided to You. Product & Compensation Amendments shall be exempt from the officer signature and thirty-day notice requirements.

3.10 TERMINATION OF CONTRACT

This Contract may be terminated at any time by mutual written agreement. In addition to Standard's right to declare an immediate termination for cause specified in paragraph 3.6 FORFEITURE OF CONTRACT RIGHTS, BENEFITS AND COMPENSATION, either You or Standard may terminate this Contract without cause, by sending thirty days written notice to that effect to the other at the other's last known address. This Contract shall terminate automatically upon Your death or upon the date proceedings in bankruptcy or insolvency are filed by or against You. If You are a partnership, corporation, or any other form of business entity, this Contract will terminate upon any event that legally or contractually causes dissolution of Your business entity.

Termination of this Contract shall not affect Your obligation to repay any debt to Standard or to account for and return all funds, policies, rate books, training or sales material, and other Standard Insurance Company property to the satisfaction of Standard.

3.11 GOVERNING LAW

This Contract is governed by the laws of the State of Oregon.

Section 4. Ethical Standard

Standard Insurance Company requires all producers for Standard products to pledge to conduct business according to the highest principles of honesty, integrity and pride, always putting the needs of the customer first:

4.1 To conduct a thorough interview to determine the customer's needs and clearly disclose when the purchase or replacement of insurance policies is being proposed as part of a sales presentation;

4.2 To ensure that the customer understands the costs and benefits of any product or proposal;

4.3 To distinguish clearly between the guaranteed and non-guaranteed elements of any product or proposal, and make the customer aware of product conditions or limitations, and of any features that could change over time;

4.4 To treat all customers as the Producer would want to be treated, and to maintain personal and professional conduct that enhances reputation of both Producer and Standard.

Section 5. Maintaining Confidentiality of Personal Information

Standard is committed to safeguarding the privacy of Standard's customers and is dedicated to maintaining the confidentiality of their personal information. In the course of Your duties under this contract, You may obtain personal information about Standard's customers. Standard requires You to maintain the confidentiality of such personal information and to abide by all applicable federal and state privacy laws.

You shall not use or disclose any such personal information You obtain in the course of Your duties under this contract for any purpose unrelated to Your duties under this Contract. You shall not disclose such personal information to third parties without prior written consent of Standard or the customer. You shall not, under any circumstances, use or disclose such personal information for Your own purpose, such as selling personal information to third parties. You shall also implement reasonable safeguards to protect such personal information from unauthorized or inadvertent use or disclosure. Standard reserves the right to periodically audit Your privacy practices and procedures to ensure compliance with federal and state laws and with Standard's corporate privacy policy.

The Following Parties Agree to the Terms of This Contract:

PRODUCER:	**STANDARD INSURANCE COMPANY:**
_____ PRODUCER NAME (Please print)	_____ STANDARD INSURANCE COMPANY OFFICER SIGNATURE
_____ PRODUCER SIGNATURE	_____ TITLE
	HOME OFFICE USE ONLY Effective Date _____

Standard Insurance Company
1100 SW Sixth Avenue Portland OR 97204-1092 800.992.4446

Affiliated Annuity Producer Product & Compensation Amendment

1. Amendment of Producer Sales Contract

This Product & Compensation Amendment is effective October 1, 2005. Except as otherwise expressly set forth herein, this Product & Compensation Amendment supersedes and completely replaces any and all previous Product & Compensation Amendments under Your Producer Sales Contract with Standard Insurance Company (Standard). This Product & Compensation Amendment is added to and shall become a part of Your Producer Sales Contract with Standard and, except as expressly provided for herein, all of the terms and conditions of Your Producer Sales Contract shall remain in full force and effect.

2. Products

This Product & Compensation Amendment authorizes You to take applications for any Standard individual annuity product in the states where the product is available:

3. Compensation

3.1 Standard's grant of the right to sell Standard products as provided for in Your Contract is a valuable right, and constitutes full and adequate consideration for Your duties and obligations contained in Your Contract and that said right to sell Standard products is subject to the terms and conditions of Your Contract.

3.2 Standard will not pay any commissions, bonuses, or monetary compensation to You under Your contract. Any compensation You receive as a result of, or otherwise related to Your sale of any Standard products or performance of any other duty described in Your Contract will be paid to You by the Business Entity with whom You are affiliated.

3.3 Producer shall disclose to the customer, as may be required by law, the source and amount of Producer's compensation related to that customer's Standard products.

4. Rules for Collection of Premiums

GENERAL POLICY

Standard field representatives may collect only the initial premium required to put a new policy in force. All other premiums must be paid directly to Standard Insurance Company. Premium collection or payments must be in accordance with the rules described in the Individual Insurance Manual.

The following special rules supplement the above general policy:

4.1 OCCASIONAL COLLECTION BY PRODUCER TO PREVENT LAPSE: When lapse of a policy is imminent and can be prevented by a Producer collecting the premium, the Producer is authorized to do so as an exception to the above general policy.

4.2 PREMIUM NOTICES TO PRODUCER PROHIBITED: Arrangements for systematic collection of a policyowner's premiums through a Producer are not authorized. EFT billing arrangements may not be made to a Producer's account except for policies on the Producer or his/her family or other policies owned by the Producer.

Standard Insurance Company

1100 SW Sixth Avenue Portland OR 97204-1093

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you — such as if you pay your bills on time or have filed bankruptcy — to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (http://www.ftc.gov). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact state or local consumer protection agency or a state attorney general to learn those rights.

You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you — such as denying an application for credit, insurance, or employment — must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.

You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs — to which it has provided the data — of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

Inaccurate information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.

You can dispute inaccurate items with the source of the information. If you tell anyone — such as a creditor who reports to a CRA — that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.

Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.

Access to your file is limited. A CRA may provide information about you only to people with a need recognized by the FCRA — usually to consider an application with a creditor, insurer, employer, landlord, or other business.

Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.

You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court

The FCRA gives several different federal agencies authority to enforce the FCRA:

For Questions or Concerns Regarding:	Please Contact:
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center – FCRA Washington, DC 20580 877-382-4367 (Toll-Free)
National banks, federal branches/agencies of foreign banks (the word “National” or “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/ agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (the word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929
Federal credit unions (the words “Federal Credit Union” appear in institution’s name	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator – GIPSA Washington, DC 20250 202-720-7051