

# ANNUITY SHOPPER .com

## Contracting Forms

Please complete the following contracting package and FAX to  
866-866-2232 (toll-free) or 732-521-5113

If you have any questions or changes to existing contracts, please contact  
Hersh Stern at 877-206-8141.

**AnnuityShopper.com**  
28 Harrison Ave.  
Bldg. D, Suite 209  
Englishtown, NJ 07726

Phone: 877-206-8141

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

Securian Financial Group  
Minnesota Life Insurance Co.  
Securian Retirement Division

**Please fax all paperwork to 866-866-2232  
Include signed Distribution Agreement,  
Appointment Data Sheet, Proof of \$1,000,000  
E&O coverage, and your state license(s).  
Questions? Call Hersh at 866-866-1999**

### **Fixed Individual Sales Agreement**

#### Fixed Contract Checklist

Thank you for the opportunity to offer Minnesota Life annuity products. To facilitate the creation of this business relationship you will find the following documents in this section:

- The **Individual Fixed Product Distribution Agreement** which includes an Exhibit A – Schedule of Products and Commissions/Fees.
- Representative Appointment Data Sheet

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In order to initiate the Selling Agreement process, please return the following items via US Mail:

- **2 Signed Copies** of the Individual Fixed Product Distribution Agreement
  - **Completed** Representative Appointment Data Sheet along with license (specific instructions included with form). A background check will be performed.
  - **Proof** of Errors and Omissions Coverage for \$1,000,000.
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- Standard processing time at Minnesota Life is 5-8 business days once completed paperwork has been received in our office. Please allow additional time for mailing.

Securian Retirement  
Representative Data Sheet

**MINNESOTA LIFE**

Selling product(s) for:  Employer Plans (401k)  Individual Annuity

**GENERAL INFORMATION**

Name (first, middle, last) Indicate your full legal name as it appears on your insurance license

Residence address - required (number, street name and apartment or unit number)

City		State	Zip code	Residence telephone ( )
Sex <input type="checkbox"/> M <input type="checkbox"/> F	Birth date (mo/day/yr)	Social Security number		Business telephone ( )
Business address - required (number, street name and unit number)				Business fax ( )
City			State	Zip code
Representative's e-mail address				CRD number

**FOR FIXED BUSINESS (optional)**

**WEBANNUITIES INSURANCE AGENCY, INC. FEIN # 22-2382662**

**FOR VARIABLE BUSINESS (we must have a selling agreement with them)**

Broker/Dealer name

**STATE APPOINTMENTS**

List all states where you would like to be appointed: \_\_\_\_\_

Florida non-residents, list counties in which you will be physically in doing business: \_\_\_\_\_

A valid license must be held in each state. Appointment is required before first solicitation occurs in many states.  
Copies of your insurance license(s) and securities registrations must accompany this form.

**FAIR CREDIT REPORTING ACT DISCLOSURE**

This is to inform you that as part of our procedure for processing your appointment request, an investigative consumer report will be made which may include information as to your background, mode of living, character, general reputation, and personal characteristics. By completing and signing this appointment request, you are indicating that you understand and specifically authorize our procurement of this investigative consumer report.

PLEASE COMPLETE ALL QUESTIONS ON NEXT PAGE

Hersh Stern  
WebAnnuities Insurance Agency  
(866) 866-1999

**REPRESENTATIVE DECLARATION**

If you answer "Yes" to any questions, attach a signed written explanation with all relevant information and supporting documents.

		YES	NO			YES	NO
1. Have you individually, or has a company you exercised control over, ever had an insurance license or appointment, or a securities registration, or an application for such, denied, suspended cancelled or revoked?	<input type="checkbox"/>	<input type="checkbox"/>		7. Have you individually, or has a company you exercised control over, filed a bankruptcy petition or been the subject of an involuntary bankruptcy petition in the last 10 years?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Has any legal or regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="checkbox"/>	<input type="checkbox"/>		8. Are there any unsatisfied judgements, garnishments or liens against you?	<input type="checkbox"/>	<input type="checkbox"/>	
3. Has any state or federal regulatory agency or self-regulatory authority ever filed a complaint against you?	<input type="checkbox"/>	<input type="checkbox"/>		9. Have you ever been indicted for, convicted of or pled guilty or nolo contendere to any felony or misdemeanor other than a minor traffic offense?	<input type="checkbox"/>	<input type="checkbox"/>	
4. Have you ever been subject to an insurance or investment related consumer initiated complaint or proceeding?	<input type="checkbox"/>	<input type="checkbox"/>		10. Are you currently party to an litigation or the subject of any investigations?	<input type="checkbox"/>	<input type="checkbox"/>	
5. Has a bonding or surety company denied, ever paid out on, or revoked a bond for you?	<input type="checkbox"/>	<input type="checkbox"/>		11. Has any employer, insurance company, or securities broker-dealer ever terminated your employment or contract, or permitted you to resign for any other reason than lack of sales?	<input type="checkbox"/>	<input type="checkbox"/>	
6. Has an E & O carrier ever denied claims, paid claims, or cancelled your coverage?	<input type="checkbox"/>	<input type="checkbox"/>					

**REPRESENTATIVE AUTHORIZATION AND SIGNATURE**

I authorize all persons and entities (including but not limited to businesses, corporations, former supervisors, credit agencies, governmental agencies, law enforcement authorities, educational institutions, state insurance departments, the FINRA, and all military services) to release all written and verbal information about me to Minnesota Life Insurance Company and/or their authorized representatives. I release and agree to hold each harmless from all liability and responsibility for doing so.

Public Law 91-508 requires that we advise you that a routine inquiry may be made during processing which will provide applicable information concerning the Central Registration Depository (CRD) system through the FINRA. Upon written request, additional information as to the nature and scope of inquiry, if one is made, will be provided. Your signature below will enable us to access this information and gather your applicable information.

I hereby certify that my answers to the questions appearing in this Appointment Data Sheet are true and complete.

I agree to abide by the rules set forth by my Broker/Dealer relating to the Minnesota Life products.

I agree to adhere to the IMSA standards of business conduct.

I agree that a photographic copy of this authorization shall be as valid as the original.

Representative signature X	Date
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**BROKER/DEALER AUTHORIZATION AND SIGNATURE - For Individual Variable Annuity Business**

The undersigned officer of the Broker/Dealer verifies that a background investigation has been conducted on the named Registered Representative and that the findings of this investigation were favorable. A copy of the investigation will be made available to Minnesota Life upon written request.

The Broker/Dealer certifies that the named Registered Representative has Errors & Omissions coverage currently in force and that this coverage will be maintained as long as the Representative is affiliated with their firm.

The Broker/Dealer further attests that the Registered Representative has maintained high standards of integrity and professionalism in the conduct of his/her business, and will continue to do so when conducting business on behalf of Minnesota Life.

Printed name of authorized officer	Title
Signature of authorized officer X	Date
Broker/Dealer name	Broker/Dealer ID number

## **Individual Fixed Product Distribution Agreement**

**Minnesota Life Insurance Company 400 Robert Street North, St. Paul, MN 55101**

**1. Appointment.** We hereby appoint you (references herein to “you” or “your” shall include you and your employees or other representatives as applicable) to represent us as our agent, subject to the terms and conditions provided herein.

**2. Territory.** You have no exclusive territory. We will not accept applications for sales made in Mississippi, New York or from outside of the United States. We reserve the right to stop accepting applications for any product or in any part of the country at any time.

**3. You will:**

**a.** solicit applications for the products described in the attached Schedule of Products and Commissions (Exhibit A) and promptly forward applications to us for consideration;

**b.** promptly deliver contracts issued by us, but only when all the terms and conditions for delivery have been satisfied;

**c.** collect purchase payments on annuity contracts upon application and remit the same to us by wire or by check payable to us (payments shall not be collected by you in cash), received subject to collection;

**d.** exert your best efforts to maintain in-force all annuities effected under this Agreement;

**e.** comply with all our underwriting rules, regulations or instructions provided to you (all of which are incorporated herein by reference), and comply with all applicable laws and regulations, including insurance and privacy laws and regulations;

**f.** inform us immediately if you have been, or are at any time, subject to any securities or insurance regulatory sanction, named in any felony criminal complaint, or convicted of a crime involving fraud, theft, forgery, or any other crime involving money or property;

**g.** promptly notify us of any contract owner complaints;

**h.** submit all advertising, sales literature, contract analysis, proposals or other materials referring to us or our products to us for approval before you use them;

**i.** pay any amount you owe us or any of our affiliates when due;

**j.** conduct a thorough interview to determine the customer’s needs and clearly disclose when products are being proposed as part of a sale presentation;

**k.** ensure that the customer understands the costs and benefits of any product or proposal;

**l.** 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;

**m.** satisfy all state and federal disclosures, including requirements relating to compensation, recognizing that appropriate disclosures are one of your fundamental duties when acting on behalf of your customer; and

**n.** treat all customers as you would want to be treated, and maintain personal and professional conduct that enhances your reputation and our reputation.

**4. Limitations of Authority.** You are not authorized to and will not:

**a.** commit us to anything except as specifically authorized by this Agreement;

**b.** make, alter, discharge, or waive any provision of any contract to which we are a party;

**c.** adjust or settle any claim against us, unless we specifically direct you to do so in writing, or admit liability on any claim, unless we authorize you to do so in writing;

**d.** enter into any legal proceedings pertaining to our business without our prior written consent;

**e.** pay, offer to pay, or allow as an inducement to any person to purchase any product, any rebate of premium or other consideration or inducement not specified in a contract; or

**f.** offer or provide any tax advice to any annuity customer.

**5. Compensation.** We will pay you commissions under this Agreement as set forth on Exhibit A, so long as this Agreement is in effect. We will not pay you commissions under this Agreement after termination. We may change the commission schedules at any time upon written notice to you. Such amended schedules will govern all subsequent commissions and/or service fees payable on or after the effective date of the amended schedules.

**6. Assignment.** You may not assign this Agreement or any compensation due or to become due hereunder, without our prior written approval. Any assignment to which we have not consented shall be null and void.

**7. Purchase Payments and Collection.** All purchase payments are our property and you shall transmit them to us immediately upon receipt in accordance with our procedures. You may not deduct from or offset against any payment the amount of any compensation or other amount claimed hereunder by you.

**8. Refunds.** In the event we refund a purchase payment to a customer you will refund to us any commission you received in connection with the refunded purchase payment (a “Commission Refund”). You will pay to us any Commission Refund within 14 calendar days unless we notify you that we intend to deduct the Commission Refund from any future amount we may owe you under the terms of this Agreement. Notwithstanding the foregoing, you agree to pay us any Commission Refund you owe us within 14 calendar days of our request.

**9. Term and Termination.** This Agreement shall continue in force until terminated via 7 days written notice from one party to the other. We may terminate this Agreement immediately upon your breach or threatened breach of this Agreement. Termination of this Agreement shall make any outstanding indebtedness pursuant to this Agreement immediately due and payable.

**10. Severability.** The invalidity or unenforceability of any of the terms or conditions herein shall not render invalid or unenforceable any of the other terms or conditions of this Agreement.

**11. Bond/Insurance.** You must have a fidelity bond. You must promptly report to us any action taken by you or someone else, or report any knowledge or information, which could cause the fidelity bond to be cancelled or not renewed. You must also obtain and keep in force, at your own cost, insurance covering your errors and omissions in the amounts that we may from time to time require.

**12. Indemnification.** You shall indemnify, defend, and hold harmless us, our affiliates, subsidiaries and each of their officers, directors, employees, agents and representatives ("Indemnified Party") from and against all out-of-pocket costs, damages, judgments, penalties, fines, losses and expenses whatsoever (including without limitation, reasonable attorneys' fees, disbursements and court costs) incurred by the Indemnified Party arising from any claims, counterclaims, contentions, actions, suits, proceedings, lawsuits, defenses, or offsets raised or asserted by a third party whether well founded, baseless, or otherwise involving any (1) breach of your representations and warranties; (2) your acts or omissions, (3) performance or non-performance of your obligations and responsibilities under this Agreement, and (4) violation of any law, rule, regulation or authority by you. You will pay all costs of liability, settlement and defense, including attorney fees and costs, as they are incurred. You may not settle any indemnified claim without our prior written approval.

**13. Notices.** All notices, request, demands and other communications hereunder shall be in writing and shall be deemed to be given if delivered in person, when transmitted by facsimile machine, when sent via e-mail (if receipt is acknowledged by reply e-mail), when sent by overnight delivery service or mailed by registered first class mail, postage prepaid, return receipt requested. Notices to us shall be sent to the address set forth above unless instruct you otherwise. We will send notices to you to the address we have on file.

**14. Customer Information.** You will remain in compliance with all privacy laws, rules and regulations applicable to the offer and sale of the contracts and the performance of this Agreement, including but not limited to, and if applicable, the Gramm-Leach-Bliley Act of 1999 and any regulations promulgated thereunder. All nonpublic personal information, including names, addresses and other customer or consumer specific data, and any other information received by any party related to an owner or prospective owner of a contract ("Confidential Information") shall remain confidential and shall not be disclosed to any third party except for the limited purposes of carrying out your obligations under this Agreement, unless such Confidential Information is required to be disclosed by any regulatory authority or court of competent jurisdiction. Confidential Information shall not be used by you, or by any person or entity affiliated with you, without our prior written consent. In the event that you have a breach of security that may impact the Confidential Information, you will immediately notify us of the breach and the steps being taken to correct and prevent further breaches that may impact the Confidential Information.

**15. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to its or any other jurisdiction's principles of conflicts of laws.

**16. Entire Agreement.** This Agreement, including the attached Exhibit A and any documents incorporated herein by reference, supersede any prior agreements between you and us relating to the contracts listed on Exhibit A.

**17. Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**18. Waiver.** No failure or delay on the part of any party in the exercise of any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or of any other right or power. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach hereunder. All rights and remedies existing under this Agreement, including rights to terminate this Agreement, are cumulative to, and not exclusive of, any rights or remedies otherwise available.

**19. Relationship of the Parties.** The parties agree that each is acting as an independent contractor with respect to the other and nothing contained in this Agreement is intended, or is to be construed, to constitute you and us as employer-employee, partners or joint venturers, or as an agent of the other.

**20. Survival.** The parties agree that the provisions of Sections 10, 13, 15, 22, and 23 shall survive the termination of this Agreement.

**21. Arbitration.** All claims or controversies arising out of or relating to this Agreement shall be settled by arbitration. This paragraph provides the exclusive remedy for any dispute that may arise between you and us (but does not necessarily apply to any third party litigation that may involve you and/or us) which the parties are not able to resolve in good faith. In the event of any unresolved dispute relating to this Agreement, including but not limited to a dispute about the interpretation of this Agreement or about any claim for compensation, either party may demand arbitration, by giving written notice to the other party. The party initiating the arbitration ("Claimant") shall give written demand ("Demand") to the other party ("Respondent"), by certified or registered mail, return receipt requested. Any notice given under this provision to you shall be at your last known address and to us shall be to the General Counsel at our home office located at 400 Robert St. N., St. Paul, MN 55101. The parties agree that the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the Demand shall apply to the arbitration procedure, including the selection of a panel of three arbitrators. The arbitrators shall have the authority to determine all disputes, including the applicability of arbitration to the dispute. The award in writing shall be made within sixty (60) days after the appointment of the third arbitrator. The arbitrators may award compensatory damages, plus interest, and specific performance. The award of the arbitrator panel shall be final and binding on all parties. Judgment upon the award may be entered in any court having jurisdiction. No demand for arbitration under this section, and no claim under this Agreement, may be made after the date when such dispute would be barred by the applicable statute of limitations. Each party shall bear its own costs and expenses. Any arbitration arising between the parties with respect to this Agreement shall be conducted in St. Paul, Minnesota.

**22. Setoff.** The determination of the amount of any liabilities or advances due and/or owed by you shall be at our sole discretion. We have the absolute and unilateral right to settle and resolve all claims or causes of action, in our sole discretion, raised or asserted by any person, concerning your actions. Any such amounts, together with interest thereon at the applicable current rate per month or the maximum legal rate, whichever is less, owed by you may be set off by us, at any time, against any sums due you, and a first lien is hereby reserved to us thereon for the satisfaction of any such amounts.

**23. Amendments.** This Agreement may only be amended in writing. We may amend any part of this Agreement upon written notice to you at your last known address in our records. We will use reasonable efforts to provide you 30 days notice of any such amendments. No amendment shall be effective against us unless in writing and signed by our authorized officer.

**24. No Conflict.** You represent and warrant that the entering into and performance of this Agreement does not and will not conflict with or cause a breach of any other agreement to which you are a party or policy of any firm with which you are associated or registered.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

**MINNESOTA LIFE INSURANCE COMPANY**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Date: \_\_\_\_\_

SS#: \_\_\_\_\_

State Lic. #: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Are you associated with a broker-dealer?     Yes     No

If yes, name of broker-dealer: \_\_\_\_\_

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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

**MINNESOTA LIFE INSURANCE COMPANY**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Date: \_\_\_\_\_

SS#: \_\_\_\_\_

State Lic. #: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Are you associated with a broker-dealer?     Yes     No

If yes, name of broker-dealer: \_\_\_\_\_

Hersh Stern  
WebAnnuities Insurance Agency  
(866) 866-1999