





Be Life Confident

## APPOINTMENT INSTRUCTIONS

### WANT TO GET PAID?

If you are licensed and appointed in the application state and have a valid producer number, provide the producer number on the application or transmittal. If not, please read below:

**Licensing** - You must be licensed in a state before you can solicit business in that state.

**New Appointments** - If you are a new agent to MONY or AXA Equitable, you must complete and sign:

- the Agent Profile
  - the *Independent Agent Appointment Request*
  - provide a copy of your state license(s) and,
  - provide proof of E&O coverage.\*
  - If you are a registered rep, include a copy of your U-4.
- **STOP** – If you are writing business in the states of **Washington** or **Georgia** or the **District of Columbia**, you **must wait to be** appointed before an application is taken.

We recommend that all first appointments with AXA Equitable or MONY be submitted before the application is taken, however, except for the above, you may submit the required appointment paperwork at the same time as the application.

**Additional Appointments** – If you are already appointed with MONY or AXA Equitable but not for the current application state, you must send in a copy of your state license and, if not previously completed, an *Independent Agent Appointment Request*.

**All appointment paperwork must be submitted through your General Agent or Broker Dealer. Paperwork may be submitted to the Licensing Department by:**

Fax: 800-657-2911 or  
E-Mail: [ADLLicensing@AXADistributors.com](mailto:ADLLicensing@AXADistributors.com)

\*Your certificate of E & O coverage must consist of at least \$500,000 per occurrence and \$1 million aggregate. The Certificate must list the types of business/activities in which you will be engaged. (Example: Securities, Mutual, and/or Life.)

### Licensing Department Contacts at 866-262-6669

Marnie Arsenault	x1876	<a href="mailto:marnie.arsenault@axadistributors.com">marnie.arsenault@axadistributors.com</a>
Shevonda Byers	x1883	<a href="mailto:shevonda.byers@axadistributors.com">shevonda.byers@axadistributors.com</a>
Mindy Croft	x1879	<a href="mailto:mindy.croft@axadistributors.com">mindy.croft@axadistributors.com</a>
Chantal Landry	x1842	<a href="mailto:chantal.landry@axadistributors.com">chantal.landry@axadistributors.com</a>
Johanna Newman	x1875	<a href="mailto:johanna.newman@axadistributors.com">johanna.newman@axadistributors.com</a>



**AXA Distributors, LLC**  
 185 Asylum Street  
 31st Floor  
 Hartford, CT 06103  
 866.262.6669 Toll Free  
 800-657-2911 Fax

*Be Life Confident*

**\*The following is required prior to obtaining an appointment and overall active status with AXA Equitable, MONY or MLOA:**

- 1. An attached copy of E&O coverage.** Claim coverage must be at least \$1,000,000 (\$500,000 per wrongful act).
- 2. Completion and acceptance of the information below.**
- 3. Copy of the agent's state license(s) and (if applicable) the sub-producer corporation state license(s).**

Name:

Social Security Number: - -

Date of Birth:

**\*A resident address is required in order to conduct a background check.**

Street Address:

City:

State:

Zip: -

County:

Mailing Address (P.O. Box):

City:

State:

Zip: -

County:

Home Telephone Number: ( )

E-mail Address:

Business (Sub-Producer Corporation) Name:

Corporate/Tax ID # -

Business (Sub-Producer Corporation) Address:

City:

State:

Zip: -

County:

Mailing Address (P.O. Box):

City:

State:

Zip: -

County:

Commissionable Address:

City:

State:

Zip: -

County:

Business Telephone Number: ( )

Business Fax Number: ( )

Please choose the following regarding commissions:

#1 Make checks payable to the agent

#2 Make checks payable to the agency

If option #2 is chosen please note a tax id and license copy are also **required** in order for the entity to receive commissions.

**\*Please review and circle an answer for each question. If yes, please provide details.**

Are you NASD licensed/registered? YES NO

If yes, please list your current licensed/registered series:

Have you ever held or currently hold, a MONY or AXA Equitable contract? YES NO

If yes, please provide:      FU or FP number:                      Agency Number:

Broker Dealer Affiliation:    Agent CRD Number:

**\*Please review and circle an answer for each question. If yes, a written explanation from the agent is required. Please use the comment section below to provide details or send a separate attachment with the agent profile. Failure to provide supporting evidence and/or an explanation will prolong your appointment process.**

YES NO #1 Have you ever had your insurance license or securities registration suspended or revoked?

YES NO #2 Are there any outstanding or pending judgments or liens filed against you?

YES NO #3 Are you involved in any pending or current litigation, investigations or Errors and Omissions claims?

YES NO #4 Have you had any Errors & Omissions claims in the past 3 years?

YES NO #5 Within the past 5 years, have you ever initiated bankruptcy proceedings or been declared bankrupt?

YES NO #6 Within the past 10 years, have you ever had a complaint filed against you?

YES NO #7 With the exception of routine traffic violations, have you ever been convicted of or plead guilty or nolo contendere (no contest) in court to a misdemeanor or a felony?

**COMMENTS**

**REMINDER: A written explanation from the agent is required for any question(s) answered yes.**

PRSI  
 2400 Bisso St.  
 Suite 100  
 Concord, CA 94250  
 Phone #1-800-232-0247

**The agent's signature is required below in order for AXA Distributors to obtain an identity, financial, criminal, and state insurance background verification from PRSI Services.**

I hereby authorize AXA Distributors to obtain an investigative consumer report on me. I further authorize any employer, credit bureau, consumer reporting agency or any other custodian or financial, personal or professional information regarding me to release to AXA Distributors any and all data respecting my duties, personal and professional behavior, credit and financial information. A photocopy of this authorization shall be deemed as valid as the original and this authorization shall remain in full force and effect for a time period of two years from the date hereof. I acknowledge that I have read and understand the notices above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

## INSURANCE AGENCY APPOINTMENT REQUEST

The undersigned insurance agency has applied to \_\_\_\_\_ (the "BGA") for authority, on a non-exclusive basis, to solicit applications for and service (or continue to solicit applications for and service) the Company Products (as defined below along with the other terms used herein) through its Affiliated Agents, and in connection therewith, we are requesting appointment by the Companies.

To induce the Companies to appoint us (or continue our appointments), the undersigned hereby agrees as follows:

1. **No Modification.** We will not alter, modify, waive or change any of the terms, rates, or conditions of any Company Product.
2. **Compliance with Laws, Codes of Conduct, etc.** We will solicit applications for and service Company Products in compliance with all applicable federal, state, and local laws and regulations, including without limitation insurance laws and regulations and such codes of conduct and other rules and procedures as may be issued by the BGA, the Distributor or the Company. We will be properly licensed in all states in which we do business.
3. **Suitability.** We will not recommend any Company Product unless we have reasonable grounds, after inquiry, to believe it is suitable for the applicant.
4. **No Representations.** We will not make any representations concerning a Company Product contrary to the terms and conditions thereof.
5. **Initial Premiums.** We will not accept any sums on behalf of a Company other than checks in payment of the first premium signed by the applicant. We will not endorse checks payable to a Company or pay premiums out of our account.
6. **No Surrender or Exchange.** We will not encourage a prospective purchaser to surrender or exchange an insurance policy or contract issued by a Company in order to purchase a Company Product without the prior written consent of the BGA.
7. **No Bank Sales.** We will not solicit applications for Company Products on or from the premises of a banking, savings, or similar institution ("Bank") or utilize Bank contacts, referrals or lists of customer or employees to solicit applications for Company Products without prior written approval from the Companies.
8. **Applications.** We will forward all completed applications, checks and supporting materials to the BGA promptly following receipt thereof. We understand that the Company may accept or reject any application in its sole discretion.
9. **Delivery of Policies and Contracts.** We will deliver policies and contracts issued by a Company to purchasers promptly following receipt thereof. We will not deliver a policy or contract (1) until all outstanding requirements have been satisfied and the initial premium has been paid or (2) if there has been a change in the health, avocation, or occupation of the proposed insured since the date of the original application.
10. **Approved Sales Materials.** We will not use or distribute any illustration, brochure, sales script, seminar or other types of presentation, advertising, direct mailing or any other sales materials relating to the Distributors, the Companies or the Company Products without the prior written approval of the BGA.
11. **Names and Trademarks.** We will not use the name of any Distributor or Company or any trademark, service mark, symbol or trade style of any Distributor or Company without the express written consent of such Distributor or Company, as the case may be.
12. **Professional Liability Insurance.** We will at all times during the term hereof maintain professional liability insurance in such form and amounts as the Distributors may require issued by an insurer having an A.M. Best's rating of A VIII or better. We will promptly notify the BGA if the professional liability insurance of the undersigned or any of its Affiliated Agents is suspended or terminated.

13. **Books and Records.** We will make all books and records regarding the solicitation of applications for and servicing of Company Products available for inspection by representatives of the Distributors and the Companies at our office on reasonable demand during normal business hours.

14. **Investigations and Proceedings.** We will cooperate with the Distributors and the Companies in any judicial or regulatory investigation, proceeding or inquiry relating to the solicitation of applications for and/or servicing of Company Products and promptly advise the Distributors of any notice or communication we may receive in connection therewith.

15. **Complaints.** We will promptly forward to the Distributors a copy of each complaint received from a customer or a regulatory agency concerning the solicitation of applications for and/or servicing of Company Products. We will provide all information with respect to each such complaint as the Distributors may request and cooperate with the Distributors and the Companies in resolving the same.

16. **Compensation.** The undersigned will look solely to the BGA for compensation in connection with the solicitation of applications for and servicing of Company Products and will not assert any claim for compensation or other sums against the Companies or the Distributors. We understand that the Distributors may pay compensation to us on the BGA's behalf solely as an accommodation to the BGA and without any obligation to us. We will repay, on demand, any sums paid to us by the Distributors on the BGA's behalf that the BGA is not entitled to.

17. **Expenses.** We will pay all expenses incurred by us in soliciting applications for and servicing Company Products.

18. **Confidentiality.** We will keep confidential all information about the Distributors, the Companies and the Company Products, including without limitation business practices, marketing strategies, computer programs, rate manuals and printed and electronic data. We will only use such information for the purposes contemplated herein and shall not disclose any such information, other than sales materials intended for distribution to customers.

19. **Privacy.** We will not use any "nonpublic personal information" as defined in the Gramm-Leach-Bliley Act (the "GLB") or information subject to any other privacy law or regulation for any purpose, or disclose such information to any other person, except as otherwise permitted therein.

20. **Survival.** The undertakings of the undersigned will survive the termination of its appointment to the Companies and the termination of the authority granted by the BGA to solicit applications for and/or service Company Products.

21. **Return of Information.** All information, whether in written or electronic form, about the Distributors, the Companies and the Company Products or developed by us from such information is property of the Distributors and/or the Companies, and we will promptly return it to the Distributors following the termination of our authority to solicit applications for and/or service Company Products.

22. **Indemnification.** The undersigned will indemnify and hold the Companies and the Distributors harmless from and against any actual or threatened liabilities, losses, costs, claims and damages, including reasonable legal fees and expenses, arising out of or based upon the failure of the undersigned to perform any of the undertakings herein, an action by an Affiliated Agent contrary to this Agreement or any negligence or misconduct on our part.

23. **Independent Contractor.** The undersigned will be an independent contractor with full freedom to determine the time, place and method of performance, and neither performance of the undertakings herein nor any related dealings with the BGA, the Companies or the Distributors will create a relationship of employee and employer between the undersigned (or any of its Affiliated Agents) and the Companies or the Distributor.

24. **Supervision of Affiliated Agents.** The undersigned will not permit anyone other than an Affiliated Agent to solicit applications for and/or service Company Products on its behalf. The undersigned will be responsible for the actions of its Affiliated Agents and assure that they comply with the provisions hereof. The undersigned will be responsible for the payment of compensation to the Affiliated Agents, and no Affiliated Agent will have any claim against the Distributor or the Companies.

25. **Appointment.** We understand that each Company may approve, reject or terminate any appointment at any time with or without cause. We are licensed in all states in which we do business. Each Affiliated Agent is of good reputation and is competent and qualified to be an agent of the Companies. Unless we have received prior written

authorization from the Companies, none of our Affiliated Agents have been members of MONY's career force or associated with AXA Network, LLC at any time during the preceding twelve (12) months.

26. **Arbitration.** Any controversy, claim or dispute of any kind whatsoever between us concerning our activities shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect. Judgment on any award rendered by the arbitrators may be entered in any court, state or federal, having jurisdiction thereof. Exemplary damages and/or punitive damages will not be recoverable or requested by any party hereto.

27. **General Provisions.** Failure to enforce any provision hereof does not constitute a waiver. No waiver shall be effective unless stipulated in writing and signed by the Distributors and shall not constitute a waiver of such provision in the future except as specifically provided therein. Any court decision, statute, rule or otherwise, invalidating any undertaking hereunder shall not affect any other undertakings hereunder. No writing shall be of any force or effect as against any Distributor or Company unless signed on its behalf by Roy Bubbs, William Terry or such other person as may be designated in writing by a Senior Vice President thereof. Our undertakings shall be governed by and construed in accordance with the laws of the State of New York.

28. **Definitions.**

- a. "Affiliated Agent" means a licensed insurance agent who sells one or more Company Products through the undersigned pursuant to the authority granted to the undersigned by the BGA.
- b. "Company" means The AXA Equitable Life Insurance Company ("Equitable"), MONY Life Insurance Company ("MONY"), MONY Life Insurance Company of America ("MLOA") or an insurance company subsidiary thereof, as the case may be, which is the issuer of a particular Company Product.
- c. "Company Product" means life insurance or annuity product offered by a Company for which the BGA has authorized us to solicit applications.
- d. "Distributor" means AXA Distributors, LLC., or an insurance agency subsidiary thereof.
- e. "We", "us" and "our" means the insurance agency that signed this Agreement and its Affiliated Agents.
- f. "Company Products" means the traditional, non-registered life insurance and annuity products of the Companies which the undersigned is authorized by the BGA, from time to time, to sell and service.

\_\_\_\_\_  
[Insert legal name of Insurance Agency]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date \_\_\_\_\_

Summary of Consumer Rights

**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.S. 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 a 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 and (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.

**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 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, user or (in some cases) a provider of CRA data violates the FCRA, you may sue them in state or federal court.

Default

**SUB-PRODUCER SCHEDULE – CUSTOM**

The schedule below reflects compensation to be directed to \_\_\_\_\_ as a  
 Print Sub-Producer's Name

percentage of premiums received on AXA Equitable Life Insurance Company, MONY Life Insurance Company or  
 MONY Life Insurance Company of America business that is produced on or after \_\_\_\_\_  
 Date

CLS INSURANCE SERVICES, INC.

Print Brokerage Agency Name

**AXA Equitable Life Insurance Company**

Product	First Year Compensation	Renewal Compensation Years 2-10	Excess
Athena UL II, Athena SUL II	50%	170	1 %/ %*
Athena UL II, Athena SUL II w/ CVE	25%	Yrs 2-6 5%	1.5 %/ %*
		Yrs 7-10 1.5%	
Incentive Life /Survivorship Incentive Life 02	N/A	N/A	N/A*
IL/SIL 02 w/ EBA	N/A	Yrs 2-6** N/A	N/A*
		Yrs 7-10 N/A	
Term Series 146 (including riders) ***			
Annual Renewal Term	50%	0%	
Term 10	50%	-	
Term 20	50%	-	
Term 30	50%	-	
*For each policy, _____ % on excess up to one times CTP, _____ % for any additional premium			

**Special Provisions:**

“CTP” is the amount set forth in the illustration (or conforming illustration) for the Life Policy in question as the Commissionable Target Premium.

\*\*If the Premiums received by AXA Equitable in Policy Year 1 are less than CTP, compensation on the Premiums attributable to CTP in Policy Year 2 will be paid at the same rate as Policy Year 1.

**\*\*\*Calculation of Premiums:**

Policy fees will not be included in determining the amount of Premiums received in Policy Year 1 for the purpose of calculating compensation. Compensation on Policies which include additional benefit provisions will be the same as those for the base Policy. No compensation will be due and payable on Premiums charged for any extra hazard except as determined by AXA Equitable pursuant to its internal procedures then in effect. Compensation of 10% will be paid on any temporary extra Premiums received in Policy Year 1 only.

**Commission Chargeback Schedule**

Compensation paid on any Athena II Universal Life Policy with CVE or Athena II Survivorship Universal Life Policy with CVE is subject to a chargeback if such Life Policy is surrendered or terminated for any reason other than death of the insured or the last surviving insured, respectively, in the first two Policy Years. In such event, the General Agent shall promptly repay to the Distributor a portion of all commissions and expense allowances paid in respect of such terminated or surrendered Life Policy according to the following schedule:

Termination Month	Recovery Percentage	Termination Month	Recovery Percentage
1-12	100.00%	19	41.67%
13	91.67%	20	33.33%
14	83.33%	21	25.00%
15	75.00%	22	16.67%
16	66.67%	23	8.33%
17	58.33%	24	0%
18	50.00%		

**MONY Life Insurance Company  
MONY Life Insurance Company of America**

Product	First Year Sub-Producer Compensation	Renewal Sub-Producer Compensation Years 2-10	Excess
ISWL	50 %	0 %	0 %
MONY Fixed Annuity (3, 5, 7, 8, 10 Year Guarantee Period) (Flexible Payment Deferred Annuity)			
Ages 0 – 79	%	-	
Ages 80 +	%	-	

**Commission Chargebacks**

Life Chargeback rules (Applicable to policies issued in all states except New York):

- For surrender/forfeiture of any policy that uses a standard 12 month period for determining first year compensation, a chargeback for any unearned premiums will apply.

Maximum rate you can advertise is 4.5% for regular fixed annuity.

**PRODUCER PROFILE**

Please complete this form and return to CPS. We must have a completed and signed form on file.

PRODUCER INFORMATION				
Name		Company/Corporation Name		
Fax		E-Mail Address		
Business Phone		Home Phone		
Business Street Address	Suite	City	State	Zip Code
Home Street Address	Apt. No.	City	State	Zip Code
Mail to? <input type="checkbox"/> Business <input type="checkbox"/> Home		Preferred method of correspondence? <input type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> E-mail		
Social Security No.		Tax ID No.		
Insurance License No.		Date of Birth – Day/Mo/Year		
Designations (Check all that apply) <input type="checkbox"/> CLU <input type="checkbox"/> CPCU <input type="checkbox"/> ChFC <input type="checkbox"/> RHU <input type="checkbox"/> CFP <input type="checkbox"/> LUTC <input type="checkbox"/> CIC <input type="checkbox"/> Other: _____				
Do you carry E&O insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No		Yes? Name of carrier?		
Do you assign commissions? <input type="checkbox"/> Yes <input type="checkbox"/> No		Yes? To whom?		
Are you securities licensed? <input type="checkbox"/> Yes <input type="checkbox"/> No		Applicable Licenses? <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 22 <input type="checkbox"/> 24 <input type="checkbox"/> 26 <input type="checkbox"/> 63		
If NASD registered, what is the name of your broker dealer				

Please go to next page

IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgements, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortuous act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date

Thanks for doing business with CPS Insurance Services!

CPS Insurance Services / CA License # 0571612  
18551 Von Karman Avenue, Suite 150, Irvine, CA 92612  
Phone (949) 863-0700 / Phone (800) 326-5433 / Fax (949) 863-9318 / Fax (800) 436-8255  
Licensing Department Fax (949) 225-7157