



## **Agent Contracting**

**Please complete the following contracting package and FAX to  
866-866-2232 (toll-free) or 732-792-9777**

**AnnuityCommissions.com  
28 Harrison Ave., Suite D209  
Englishtown, NJ 07726**

**If you have any questions or changes to existing contracts, please contact  
Hersh Stern at 866-866-1999 (toll-free) or 732-792-1011.**

# Bulletin

Dear Prospective Agent:

Welcome to Presidential Life!

Attached is Presidential's Writing Agent contracting packet, including the following:

- One (1) Agent Licensing Information Sheet with AML (Anti Money Laundering) requirement
- One (1) EFT Form (Electronic Fund Transfer)
- One (1) Presidential Life Writing Agent's Agreement
- One (1) IRS Form W-9
- One (1) Appointment Fee Listing

#### Directions:

- 1. **Fill in all the information requested in all three boxes** on the Agent Licensing Information sheet. **If your AML certification was completed through a company other than LIMRA, include proof** of your current AML (Anti Money Laundering) training certification.
- 2. **Execute a copy of the Agent Commission EFT form (required).**
- 3. **Execute a copy of your Writing Agent's Agreement.** Be sure to sign, date and clearly print your name in the spaces provided.
- 4. **Complete** the IRS Form **W-9 fully**. If you are licensing yourself as an individual, we need only your personal Social Security number. If you are licensing yourself as a corporation, we need your corporation Federal Tax ID number under Part I of the form. Be sure to sign and date the form.
- 5. **Include a copy of your current personal and/or corporate license**, as applicable.
- 6. In addition, if applicable, include appropriate **state appointment fee(s)**, in the form of a check or money order. Payable to: Presidential Life Insurance Company.

**Incomplete, unsigned or undated forms  
will delay your appointment.**

Presidential Life Insurance Company Nyack, NY 10960





# AGENT LICENSING INFORMATION

AGENT LICENSING INFORMATION

## Appointing General Agency Information

GA Name: HERSH STERN  
GA Number: 00945  
Telephone Number: 866-866-1999  
Contact Person(s): HERSH STERN E-Mail: HS@WEBANNUITIES.NET

## Agent Information

**Business Form:** Individual: \_\_\_\_\_ Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_  
\_\_\_\_\_  
(If Corporate or Partnership, list entity)  
Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
SSN: \_\_\_\_\_ Gender (Check one):  Male  Female  
Mailing Address: \_\_\_\_\_  
(P.O. Box acceptable for mailing purposes.)  
\_\_\_\_\_  
Business Address: \_\_\_\_\_  
(If P.O. Box, then a physical business address **must** be listed.)  
\_\_\_\_\_  
Business Phone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

USA Patriot Act and it's Anti-Money Laundering (AML) Provisions Requires **Proof of Identification**. And for AML compliance purposes, Presidential Life requires **Proof of current AML Certification**:

Current Driver's License #	Issue Date	Expiration Date
_____		

If No Driver's License. Other Unexpired Government-Issued Identification  
Evidencing Nationality or Residence and Bearing a Photograph.

AML Training Certification:

LIMRA:  Yes  No If no, include a copy of your current AML Training certification  
If yes, Home Office will contact LIMRA directly for proof of certification.

## **Commission Hierarchy**

Name <u>HERSH STERN</u>	# <u>00945</u>	Commission Level <u>GA</u>
Name _____	# _____	Commission Level _____
Name _____	# _____	Commission Level _____
Name _____	# _____	Commission Level _____

A copy of your current license(s) must accompany this information sheet for your appointment to be processed.

If you have already been appointed by Presidential Life, and we already have a copy of your current license, You do not need to forward another copy of your license.

If you are not certain of your licensing status with Presidential, or if you have any questions regarding our licensing procedures, please contact Presidential Life directly at 1-800-926-7599, extensions 457 or 491.



PRESIDENTIAL LIFE INSURANCE COMPANY  
69 LYDECKER STREET, NYACK, NY 10960

**AGENT COMMISSION EFT FORM**

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Agreement For Electronic Fund Transfer of Commission

**Upon receipt of the completed Agreement, we will update our records and future payments will be made directly to the financial institution for credit to the Payee's account.**

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

Agent Address: \_\_\_\_\_  
*Street City State Zip Code*

Agent Number: \_\_\_\_\_

I, \_\_\_\_\_ the undersigned Payee, hereby request that all payments be sent  
to \_\_\_\_\_  
*Name of Bank / Financial Institution*

Bank Address: \_\_\_\_\_  
*Street City State Zip Code*

ABA Routing #

Account # \_\_\_\_\_

Select one:  Checking  Savings

\_\_\_\_\_  
*Dated Signature of Agent*

**REQUIRED: You must attach a voided check OR a deposit ticket with a micro encoded account number to this form. Otherwise, this form will be returned.**

# PRESIDENTIAL LIFE INSURANCE COMPANY

D/B/A ROCKLAND LIFE IN THE STATE OF TEXAS

NYACK, NEW YORK

GENERAL AGENT # 00945

AGENT # \_\_\_\_\_

## WRITING AGENT'S AGREEMENT

THIS AGREEMENT is made by and between Presidential Life Insurance Company, hereinafter called "we", "us", or the "Company" and the Agent whose name and signature appear on the last page of this Agreement, hereinafter called "you" or "Agent".

The Parties agree as follows:

### I. Appointment

- A. This Agreement applies exclusively to forms of insurance and annuities issued by the Company which are listed on the Compensation Schedule attached to and made part of this Agreement.
- B. For as long as you are contracted to the Company, licensed and in good standing, the Company appoints you to:
  - 1. Procure applications for policies written by us, and
  - 2. Recommend qualified agents and/or brokers for appointment.

### II. Duties and Limitations of Authority

- A. You have no authority beyond that expressly stated in this Agreement. You cannot alter, extend or waive any provision in any application or policy; extend the time for payment of premiums; waive any debts; or incur any expenses or obligations for or on behalf of the Company without prior written authority from an Officer of the Company.
- B. You shall indemnify and hold the Company harmless from all losses, expenses, damages and liability resulting from unauthorized acts by you, your agents or employees.
- C. A policy shall not be delivered unless the first premium has been paid. Delivery of the policy shall be made within sixty (60) days from the issue date of the policy. Any undelivered policy shall be returned immediately by you.
- D. You are responsible for all expenses, other than underwriting costs referred to below, incurred by you or your agents in the performance of this Agreement.
- E. We will pay all customary underwriting costs, including reasonable costs to obtain medical and other information we consider necessary to determine the insurability of applicants.
- F. You agree to exercise reasonable care and diligence to assure that the policies issued under this Agreement are maintained current and in force. You shall provide services to policyholders and beneficiaries, and shall promote the interests of the Company as contemplated by this Agreement.
- G. You shall conduct your activities in accordance with the laws in your territory and with all instructions issued by the Company. You will fully and in a timely manner disclose to us all facts known by you that pertain to insurability of any applicant. We may refuse to process any application, or issue or amend any policy.
- H. You shall insure that you are licensed and trained, and remain in compliance with Company guidelines, and understand the terms and conditions of our policies and marketing literature that we provide to you.

- I. You shall keep accurate and complete records of all transactions and shall provide the Company access to inspect and copy all records and other information as they relate to business placed with us.
- J. You agree to:
  - 1. Promptly transmit to our home office applications for policies solicited by you; and
  - 2. Collect and promptly remit to us the first premiums in the form of a check made payable to the Company. No policyholder check may be made payable to you or your agents. If, however, you receive monies in any form for or on account of the Company, such monies shall constitute trust funds for us and shall be remitted immediately to the Company.
- K. You shall treat as confidential any information we furnish to you. Materials developed and/or provided by us, which pertain to our products or their content, shall remain our exclusive property. Neither you nor your employees or agents shall copy such materials without our prior written approval. This provision II(K) shall survive the term of this Agreement.

### **III. Territory**

Unless you are advised by us in writing to the contrary, you may operate under this Agreement in any territory in which we are authorized to do business and in which you are licensed and appointed with the Company. The Company reserves the right to retire from any territory, and/or to discontinue, withdraw or amend any forms of policies used in a territory without limiting our right to continue said forms in any other territory or with any other agent.

### **IV. Relationship**

This Agreement shall not be construed to create the relationship of employer and employee between you and the Company. You shall for all purposes under this Agreement be considered an independent contractor. You will not distribute any materials that in any way imply an employer-employee relationship with the Company.

### **V. Advertising**

Only materials provided by or approved in advance in writing by a compliance officer of the Company shall be used to solicit business. You shall not print or distribute any material that could be construed as consumer advertising without first obtaining written approval by a compliance officer of the Company. All illustrations must be run in accordance with currently approved interest scales provided by the Company.

### **VI. Compensation**

No compensation or financial benefits shall be payable that are not provided for in this Agreement, Compensation Schedules and Bulletins of the Company. All compensation under this Agreement shall be determined and paid in accordance with Attachment "A", Supplemental Expense Allowance Schedule.

### **VII. Termination**

This Agreement shall be terminated on the earliest of the following dates:

- 1. By any party upon thirty (30) days notice in writing to the other party;
- 2. Upon your death or permanent disability.
- 3. The date you should become bankrupt or insolvent.
- 4. The date you should fail to comply with or perform any of the terms of this Agreement or fail to pay on demand any monies belonging to or due the Company; or
- 5. The date your license is terminated by the Insurance Department of any jurisdiction.

Upon termination you shall immediately pay all sums due us and return to us, at your expense, all Company materials including rate books, illustration software, records and supplies. Neither you nor your agents will keep copies or excerpts of any Company materials.

**VIII. Settlement of Disputes**

- A. You shall have no authority to institute legal or administrative proceedings in our name unless we provide prior written approval. You shall defend any act or alleged act of yours at your own expense.
- B. You shall promptly notify an Officer of the Company if you are served with any legal papers or have knowledge of any action against us or which involves us.
- C. You agree to pay our costs and legal expenses if you are not the prevailing party in any lawsuit between you and us.

This entire section VIII shall survive the term of this Agreement.

**IX. Miscellaneous Provisions**

- A. *Effective Date.* This Agreement is not effective until approved in writing by an Officer of the Company.
- B. *Assignment.* No assignment of this Agreement or of compensation earned under it is valid unless authorized in advance in writing by an Officer of the Company.
- C. *Severability.* If any provision of this Agreement is held to be invalid, the validity of the remaining provisions will not be affected.
- D. *Entire Contract.* This Agreement and the attached Compensation Schedule are the complete Agreement between the parties. This Agreement supersedes all prior Agreements, except that this provision shall not affect any compensation payable, liabilities, or other rights and obligations that arise out of a prior agreement.
- E. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of the conflicts of law.
- F. *Notice.* All notices under this Agreement must be in writing and will be deemed given as of the day they are deposited in the U.S. Mail, first class postage prepaid; or by express mail or express service, or by FAX or telegram.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ and, when approved by the Company, shall be effective as of that date.

PRESIDENTIAL LIFE INSURANCE COMPANY

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

General Agent: **HERSH STERN**  
(Print Name)

Agent: \_\_\_\_\_  
(Print Name)

**HERSH STERN**

\_\_\_\_\_  
(Signature of Individual or Principal)

\_\_\_\_\_  
(Signature of Individual or Principal)

## **Compensation Schedule Notes**

### **Commissions and Expense Allowance**

1. Total compensation shall consist of commission and expense allowance. Total compensation shall not exceed compensation limits as set forth in Section 4228 of the New York State Insurance Law.
2. No compensation shall be paid on any portion of a premium paid by conversion credit or policy change credit.
3. When a new policy is issued, and an existing Company policy on the same life terminates within six (6) months before or after issue of the new policy, no first year compensation will be paid on the new policy, except to the extent the new policy annual premium exceeds the old policy annual premium.
4. If any policy written under this Agreement shall cease to be in force on a premium-paying basis for a period of ninety (90) days and subsequently be reinstated, no further renewal commission will be paid to the contracted agent unless the reinstatement is procured through him or her.
5. A compensation schedule other than the Compensation Schedule on the reverse of this page may be established at the Company's sole discretion.
6. No expense allowance will be payable after the termination of this Agreement.

### **Service Fees**

While a policy is premium-paying and this Agreement remains in force, except as otherwise provided, the Company will pay a Service Fee in year 11 and thereafter.

### **Charge back policy**

In addition to the conditions outlined in the Compensation Schedule under which a compensation charge back may occur, charge back may also occur upon

- (a) annuitization of a deferred annuity contract during the first five policy years, under current rules then in effect; and
- (b) when withdrawals, other than Required Minimum Distributions, in excess of a contract's applicable 10% surrender charge-free withdrawal privilege are taken.

If amounts subject to charge back rules are not repaid to the Company within 30 days of request for such funds, the Company shall have the right to deduct the amount in arrears from any future amounts payable to the contracted agent.

### **Miscellaneous**

1. The agent shall be responsible for medical fees not authorized by the Company.

## Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# Presidential Life Insurance Company

## Appointment Fees (updated 07-14-09)

If you are already appointed with Presidential, you are not required to pay the fee(1) . The appointment fee payment policy will only apply to NEW appointments, and existing agents who are applying for a NEW non-resident appointment.

Below is a complete listing of Appointment fees (resident/non-resident) by State:

Any questions may be directed to our Agency/Marketing department.

(1) *except if applying for a New non-resident appointment.*

	DOI Phone #	Resident	Non-Resident	Special Instruction
Alabama	334-241-4126	\$30.00	\$30.00	No Corporate appt
Alaska	907-465-2515	No fee	No Fee	No Formal Appointments
Arizona	602-912-8470	No fee	No Fee	No Formal Appointments
Arkansas	501-371-2750	\$20.00	\$60.00	
California	916-327-8109	\$23.00	\$23.00	
Colorado	303-894-7499	No fee	No Fee	No Formal Appointments
Connecticut	860-297-3800	\$25.00	\$25.00	
D.C.	202-442-7813	\$25.00	\$25.00	
Delaware	302-739-4254	\$25.00	\$25.00	No Corporate appt
Florida	850-413-3137	\$60.00	\$60.00 + (\$6)	n/r = \$6/county; No Corporate appt
Georgia *	404-656-2070	18.45**	18.45**	*Pre-appointment state; No Corporate appt **Fees paid by: Agent \$10, Insurer \$8.45
Hawaii	808-586-2788	No fee	No Fee	
Idaho	208-334-4250	No fee	No Fee	
Illinois	217-782-6366	No fee	No Fee	No Formal Appointments
Indiana	317-234-1138	No fee	No Fee	No Formal Appointments
Iowa	515-281-5705	No fee	No Fee	No Corporate appt
Kansas*	785-296-7862	\$5.00	\$5.00	*Pre-appointment state
Kentucky	502-564-6004	\$40.00	\$50.00	Corp. \$100/r - \$120/nr
Louisiana	225-342-5900	\$20.00	\$20.00	
Maine	207-624-8412	\$30.00	\$70.00	
Maryland	410-468-2383	No fee	No Fee	No Formal Appointments
Massachusetts**	617-521-7794	\$75.00	\$75.00	** 15 days
Michigan	517-373-9273	\$5.00	\$5.00	
Minnesota	651-296-6319	\$10.00	\$10.00	No Corporate appt
Mississippi	601-359-3582	\$25.00	\$25.00	No Corporate appt
Missouri	573-751-4153	No fee	No Fee	No Formal Appointments
Montana*	406-444-2040	No fee	No Fee	*Pre-appointment state
Nebraska	402-471-4913	\$8.00/min	\$8.00/min	Retaliatory, No Corporate appt
Nevada	775-687-4276	\$15.00	\$15.00	
New Hampshire	Not Licensed	-	-	
New Jersey	609-292-4337	\$25.00	\$25.00	
New Mexico	505-827-4559	\$20.00	\$20.00	No Corporate appt
New York	518-473-3207	No fee	No Fee	
North Carolina*	919-733-7487	\$10.00	\$10.00	*Pre-appointment state, No Corporate appt
North Dakota	701-321-3548	\$10.00	\$10.00	
Ohio	614-644-2665	\$20.00	\$20.00	
Oklahoma	405-521-3916	\$55.00	\$55.00	
Oregon	503-947-7980	No fee	No Fee	No Formal Appointments
Pennsylvania	717-787-3840	\$15.00	\$15.00	
Rhode Island	401-222-2223	No fee	No Fee	No Formal Appointments
South Carolina	803-737-6095	No fee	No Fee	No Corporate appt
South Dakota	605-773-3515	\$10.00	\$20.00	
Tennessee	615-741-2693	\$15.00	\$15.00	No Corporate appt
Texas	512-322-3503	\$10.00	\$10.00	
Utah	801-538-3855	No fee	No Fee	
Vermont	802-828-3303	\$60.00	Retaliatory	No Corporate appt
Virginia	804-371-9631	\$12.00	\$12.00	
Washington	360-725-7144	\$20.00	\$20.00	
West Virginia	304-558-0610	\$25.00	\$25.00	No Corporate appt
Wisconsin**	608-266-8699	\$7.00	\$24.00	** 15 days; No Corporate appt
Wyoming	307-777-7319	\$15.00	\$15.00	

Presidential Life Insurance Company Nyack, NY 10960