



CORPORATION/ENTITY BROKER KIT

Section I: Corporation/Entity Broker Kit

All of the forms listed below in Section I must be completed in their entirety to ensure a comprehensive evaluation of the entity's appointment information. These forms will be evaluated by the Regional Group Office, General Agency and The Guardian's Agent, Contracting & Licensing Department (AC&L).

- a. Corporation/Entity Broker Data FormPage 2
Please complete all information on this form – do not leave blanks.
- b. Sub-Producer Addition FormPage 3
- c. Fair Credit Reporting Act DisclosurePage 4
- d. Brokerage AgreementPage 5
Sign this agreement on the "Broker" line only. DO NOT PRINT YOUR NAME ON THE LEFT, THAT SECTION IS FOR A WITNESS.
- e. GIAC Agent's AgreementPage 8
Sign this agreement only if you will be submitting GIAC Life business.

Section II: Appendices

- NOTICE: All of the forms listed in Section II below are to be retained by the sub-producer, including a copy of this Instruction pagePage 11
- f. Circular Letter No. 8 PagesPages 12-13
- g. A Summary of Your Rights Under Fair Credit Reporting ActPages 14-15
- h. Guardian AML Training Requirement Page 16

Forward applicable pages in Section I to:

General Agency Name _____

General Agency Address _____

General Agency Contact _____

Contact Telephone No. _____

Contact Fax No. _____

Contact Email Address _____

If Applicable:

Group Sales Office Contact _____

Group Sales Office Telephone No. _____



CORPORATION/ENTITY DATA FORM

Name of Entity (As it appears on insurance license):

Tax Identification No.

Business & Mailing Information

Business Address:

Street City State Zip Code/County

Telephone Number Fax Number(s)

Website Address

Mailing Address:

Street City State Zip Code/County

Officer(s) and Title (please identify officers of the corporation/entity)

Corporation/Entity Officer Name (please print) Title

Corporation/Entity Officer Name (please print) Title

Corporation/Entity Officer Name (please print) Title

Corporation/Entity Ownership (please identify those owners with 100% or more ownership, form of ownership, and share/percentage, must total 100%)

Name of Owner (please print) Form of Ownership Share/Percentage

Name of Owner (please print) Form of Ownership Share/Percentage

Name of Owner (please print) Form of Ownership Share/Percentage

Appointment Requests

Identify which products you wish to be appointed to sell List State(s) in which to be appointed, include license numbers

If Florida non-resident licensee, please list the county where you wish to be appointed

Agency Information

Agency Code

Agency Contact Name

Phone Number

Fax Number

Group Sales Office Contact and Phone (if applicable)



SUB-PRODUCER ADDITION FORM

Name of Sub-Producer (As it appears on insurance license): _____

Salutation Miss Mr. Mrs. Ms. _____

Social Security Number _____

Date of Birth _____

Please check one Male Female _____

Business & Resident Information

Resident Address:

Street _____ City _____ State _____ Zip Code/County _____

Telephone Number _____ Cell Number _____

Email Address _____

Business Address:

Street _____ City _____ State _____ Zip Code/County _____

Telephone Number _____ Fax Number(s) _____

Website Address _____

Corporation/Entity Name _____

Corporation/Entity Tax ID No. _____

Corporation/Entity Writing Code _____

Appointment Requests

Identify which products you wish to be appointed to sell Life Products Disability/Long Term Care Products Fixed Annuities
List State(s) in which to be appointed, include license numbers _____

If Florida non-resident licensee, please list the county where you wish to be appointed _____

Agency Information

Agency Code _____

Agency Contact Name _____

Phone Number _____

Fax Number _____



FAIR CREDIT REPORTING ACT DISCLOSURE

Disclosure to the Consumer

As a routine part of our due diligence effort, Guardian Life Insurance Company intends to obtain an investigative consumer report on you. To ensure full compliance with the 1997 Fair Credit Reporting Act [Section 606(a)] and to facilitate easy access to all information necessary, please read and sign this form.

I, _____ (please print name), 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, FINRA, and all military services) to release all written and verbal information about me to Business Information Group (B.I.G.).

I also give my consent for The Guardian Life Insurance Company of America to review previous Uniform Application for Registration (U-4) and Uniform Termination Notice (U-5) information for employment, registration and disciplinary history through FINRA Web-CRD. I understand that a completed U-4 will be necessary for registration.

I specifically understand and authorize the procurement of an investigative consumer credit report and understand that in all likelihood it will contain information about me background, mode of living, character, general reputation, and personal characteristics.

I further understand that upon written request I will be given a list of the areas which will be researched and included in the investigative report into my background. I have read and understand the attached summary of my rights under the 1997 Fair Credit Reporting Act. This release, in original or copy form, is valid now or any time in the future. I release all parties from any claims or liability in connection with its review of the above information. I agree with all the provisions shown in this disclosure form and have been provided a copy of this document.

For Maine Applicants Only

Upon request, you will be informed whether or not an investigative consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from us, within 5 business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issuing an investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such agencies copies of any reports.

For New York Applicants Only

You have the right, upon written request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer report agency furnishing the report.

For Washington Applicants Only

If we request an investigative consumer report, you have the right, upon written request made within a reasonable period of time, to receive from us a complete and accurate disclosure of the nature and scope of the investigation. You have the right to request from the consumer reporting agency a summary of your rights and remedies under state law.

California, Minnesota, and Oklahoma Residents

I also understand that this document will be given full legal recognition under the laws of the States of California, Minnesota and Oklahoma.

Check if is you wish to have a copy of the reports provided at the address provided.

Date

Signature of Candidate

Print Candidate Name



BROKERAGE AGREEMENT

Parties:

Principal _____

Broker _____

Effective Date _____

This Agreement is made by and between the Principal and the Broker. The Guardian Life Insurance Company of America, referred to as the Company, is not a party to this Agreement except to the extent of its endorsement. This Agreement shall run for an indefinite period subject to termination at any time by either of the parties by notice in writing, or automatically by nonrenewal of Guardian appointment, state license or termination of the Principal's agreement with the Company.

Wherever the singular form or masculine gender occurs in this Agreement, as to either Principal or Broker, the substitution of the respective plural form is understood in the case of a partnership or feminine gender in the case of a female or neuter gender in the case of a corporation.

(1) Appointment.

The Principal appoints the Broker to solicit all forms of insurance coverage included in this Agreement provided he is or may be licensed for the type of coverage solicited. The territory of the Broker shall be wherever he is or may be licensed for the type of coverage solicited. The Broker shall personally witness and transmit to the Company, through the Principal, for its consideration all applications for such forms of policies as may be issued by it, collect the initial premiums, countersign (when necessary) and deliver any policies forwarded to him by the Company through the Principal for that purpose, and shall perform such other duties and services to policyholders and beneficiaries pertaining to the business of the Company as may be required of him. It is expressly understood between the parties to this Agreement that the Broker represents the insured and does not represent the Company except as herein specified.

(2) Compensation.

The Principal will pay the Agent commissions as provided under this Agreement and its Supplements on first year and renewal premiums which are actually due, collected and paid in cash to the Company on policies and contracts issued by the Company on applications submitted under this Agreement and its Supplements. First year and renewal commissions on individual life insurance, pension trust series insurance, individual disability income insurance, multi-life disability income insurance, long-term care insurance and group insurance will be payable in accordance with the Supplements which are attached to and form a part of this Agreement. During the continuance of this Agreement, commissions on group insurance business will only be paid to the Agent as long as he continues to be recognized by both the policyholder and the Company as the "Agent of Record" on the applicable group insurance business.

a. Service Fees on Life Insurance.

The Broker may qualify for service fee payments of 2% of cash premiums on his life insurance business issued on applications personally submitted by the Broker under this Agreement and in force more than ten policy years. The service fee payments shall only be made on such life insurance business of the Broker more than ten policy years in force that was issued in those calendar years during which the Leaders Club credits (as defined in the Company's published Leaders Club rules) of the Broker equaled or exceeded the levels that were annually announced by the Company as Annual Production Requirements for brokers and shall only be made during the continuance of this Agreement. The service fee payments shall apply to policies of the PT series. The cash premium on any policy to which the 2% applies shall include the cash premium for any supplemental benefits provided by the policy but shall not include temporary extra premiums. In the event that the Broker later executes a Field Representative Agreement, an Agreement of Agency, a Special Agreement of Agency or an Amendment to Agreement of Agency, service fee payments of 2% of cash premium on all life insurance business issued on application personally submitted by the Broker under this Agreement and in force more than ten policy years will be paid during the continuance of the new agreement or agreements.

b. Service Fees on Multi-Life Disability Income Insurance.

During the continuance of this Agreement, the Agent may qualify for service fees in a calendar year on multi-life disability income insurance business at 2% of the cash premiums received on premium paying policies in force in the Company for more than 10 policy years that were issued on applications personally submitted by the Agent under this Agreement provided that the total in force multi-life disability income premiums of the Agent on business produced under this Agreement were at least \$30,000 at the end of an immediately preceding calendar year.



- (3) Termination of Agreement.** Termination of this Agreement does not affect the payment of individual life insurance, pension trust series insurance, individual disability income insurance, multi-life disability income insurance and long-term care insurance renewal commissions on premiums paid in policy years two through ten inclusive as contained in the Supplements except for Variable Renewal Commissions Based On Persistency And Volume and Variable Renewal Commissions Based On Persistency on individual disability income insurance following the death of the Agent. Neither first year nor renewal commissions are payable on group insurance business after termination of this Agreement unless the Agent continues to be recognized by both the policyholder and the Company as the "Agent of Record" on the applicable group insurance business. Upon termination of this Agreement, no renewal commissions, persistency fees and service fees as contained in the Supplements shall be payable on premiums paid in policy years eleven and over except those payable on individual disability income insurance if the Agent shall be living.
- (4) Indebtedness.** All commissions and persistency payments earned hereunder shall be subject to any indebtedness (with interest thereon, at the current rate established by the Board of Directors of the Company) of the person defined as Broker to the Principal or the Company, including any indebtedness incurred by the Broker under this and any other agreement entered into between him and Principal or under any Field Representative's Agreement.
- (5) Freedom of Action.** The Broker shall be free to exercise his own judgment as to the time and place of solicitation within territory of persons acceptable to the Company, and as to the general conduct of his business, but he shall comply with and be bound by the rules of the Company now in force or as they hereafter may be amended or supplemented; such rules, however, are not to interfere with such freedom of action of the Broker. Nothing herein contained shall be construed to create the relation of employer and employee between the Broker and the Principal or the Company.
- (6) First Premium.** The first premium or any monies collected on any application for Insurance or for an annuity submitted by the Broker under this Agreement is due and payable to the Principal in cash immediately upon collection.
- (7) Charges.** The Broker agrees to pay the Principal all charges provided for in the Company's rules as now in force or as such may hereafter be amended or supplemented, including but not limited to additional or optional policies, "not-taken" policies, acceptance of notes, term rates, medical and inspection fees and supplies.
- (8) Authority of Broker.** The Broker shall have no power or authority other than as herein expressly granted, and no other or greater powers shall be implied from the grant or denial of powers specifically mentioned herein. He shall have no power or authority to make, alter or discharge any contract in the name of the Principal or the Company or to bind either the Principal or the Company, or to waive a forfeiture or waive, alter or amend the performance, provisions, terms or conditions of any policy, or to extend the time for the payment of premiums or other monies due the Company, or to collect money for the Principal or the Company except as to the collection of the first premium on policies and contracts issued by the Company pursuant to this Agreement or on issuance of "conditional receipts" by the Broker pursuant to the Company's rules.
- (9) Advertising and Representations.** The Broker shall use no advertising material, prospectus, proposal or representation, either in general or in relation to a particular policy of the Company, unless furnished by the Company or until the consent of the Company thereto shall have first been secured through the Principal. The Broker shall not issue or circulate any illustration, circular, statement or memorandum of any sort misrepresenting the terms, benefits or advantages of any policy issued by the Company or make any misleading statement as to the dividends to be received thereon, or as to the financial position of the Company.
- (10) New Coverages.** In the event the Company has undertaken, or shall undertake, the writing of types of coverage not mentioned herein, an appropriate amendment to this Agreement shall be made, and deemed to be effective, by written notice to the Broker, setting forth the commissions payable, and conditions of such payment, for such business, and modifying any of the provisions of this Agreement deemed necessary in order to adapt this Agreement to the nature of such business.
- (11) Assignment.** No assignment of this Agreement, or of any health commissions or persistency payments hereunder, except to the Principal or the Company, shall be valid. No assignment of any life or group Insurance commissions, except to the Principal or to the Company shall be valid, unless authorized in advance in writing by the Principal and the Company.



**(12) Abrogation of
Prior Agreements.**

All agreements heretofore entered into by and between the parties hereto, whether oral or in writing save as hereinafter excepted, are hereby released, abrogated and declared to be null, void and of no effect, any stipulation contained therein to the contrary notwithstanding, except such agreements or parts thereof relating to:

- a. any indebtedness of the Broker to the Principal or the Company and liens created in connection therewith;
- b. any liabilities or obligations previously assumed or incurred by the Broker and owing to or running for the benefit of the Principal or the Company and liens created in connection therewith;
- c. the obligation of the Company, wherever it has been requested, and it has been agreed to by the Company, that in event of the termination of the Principal's agreement with the Company, the payment of commissions to the Broker, be made by the Company to the Broker for the Principal's account;
- d. the right to commissions hereafter accruing and earned under any prior agreement between the parties hereto, subject to the offsets and counterclaims therein provided.

**(13) Authorization by
Principal to
Pay Broker.**

The Principal hereby authorizes and empowers the Company, in the event of the Termination of the Principal's agreement with the Company, to pay for his account to the Broker, or his legal representatives, on premiums collected after such termination, such commissions and persistency payments as may hereafter accrue to the Broker under this Agreement in accordance with and subject to all of its terms and conditions, and the payment of such commissions and persistency payments to the Broker by the Company shall constitute a full discharge of the Principal and the Company as to the commissions and payments in question.

**(14) Not Binding
on Successor
or Company.**

It is understood and agreed that this Agreement shall not be binding upon the successor in office of the Principal, and that it shall not be binding upon the Company unless and only to the extent hereinafter agreed to by an authorized Officer as to the payment of commissions and persistency payments as they accrue, for the account of the Principal.

(15) Amendments.

The Principal, with the written consent of the Company, shall have the right to amend this Agreement or any of its provisions or terms of compensation by general announcement, but such amendments shall not affect any rights accruing or compensation or commissions earned prior thereto. The Amendments shall be deemed to be effective upon the general announcement of such amendment and assent of the Broker shall not be required or necessary.

The terms, conditions and provisions of this agreement shall apply to the sale and servicing of individual disability income policies and individual life insurance policies underwritten by Berkshire Life Insurance Company of America ("BLICOA"), a wholly-owned life insurance subsidiary of Guardian.

IN WITNESS WHEREOF, the Principal and the Broker have signed this Agreement in triplicate on this

Day _____

Month _____

Year _____

In presence of _____

Principal _____

Broker _____

In the event of termination of the Principal's agreement with the Company, subject to all the terms and conditions of this Agreement, the Company hereby guarantees the payment of commissions and persistency payments to the Broker as provided for herein. Unless written notice to the contrary the Company agrees to continue this Agreement in full force and effect.



THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC. (GIAC) AGENT'S AGREEMENT

Parties:

Agent _____
 Print Name

who resides at _____
 Street Address

_____ City _____ State (hereinafter called "Agent")

Company _____
 The Guardian Insurance & Annuity Company, Inc.
 7 Hanover Square, New York, NY 10004 (hereinafter called "Company")

Effective Date _____

OFFICE USE ONLY

- 1. Appointment

The Company hereby appoints the Agent to solicit and remit to the Company applications for the purchase of products that are exempt from registration under the Securities Act of 1933 and the Investment Company Act of 1940 which are offered by the Company to the public from time to time (hereinafter referred to as the "Contracts") as specifically authorized by the Company and for which the Company is properly licensed under federal, state and local laws for the jurisdiction(s) in which the Agent will solicit business. This appointment shall not be effective unless and until the Agent is duly licensed or otherwise qualified to sell the Company's Contracts under applicable federal, state and local laws. The Agent agrees not to solicit or procure applications for Contracts in any jurisdiction in which the Agent is not so licensed or otherwise qualified or in which the Company is not authorized to offer or sell Contracts. The Agent shall personally witness and transmit to the company through the agency or office to which he or she is attached all applications for the contracts, and shall collect initial payments, countersign (when necessary) and promptly deliver any contracts forwarded to him or her by the Company through the agency or office for that purpose and shall perform such other duties and services for Contract owners and Contract beneficiaries pertaining to the business of the Company as may be required.
- 2. Compensation

Subject to the provisions of this Agreement and to any other agreement in effect regarding the assignment of commissions, the Agent will be paid commissions each month on all payments which are actually received and accepted by the Company on Contracts issued by the Company in connection with applications submitted under this Agreement. The amount of commissions will be determined in accordance with the Schedule of Commissions in effect when such payments are actually received and accepted by the Company. This Schedule is subject to change by the Company at any time and without notice but no such change shall affect commissions payable with respect to any premiums received prior to the effective date of the change except as provided in the Schedule. Commissions will be paid to the Agent only so long as he or she remains an Agent of the Company and is duly licensed. The Company has the right to offset any indebtedness to it against commissions otherwise due the Agent.
- 3. Rejected Applications

The Company reserves the right to reject any applications, orders or payments remitted by the Agent and to refund to customers any payments made by them. If the Agent has received commissions on such refunded payments, the Agent agrees to repay such commissions in full immediately. If the Agent does not do so, the Company is authorized to deduct such amounts from commissions due or which may become due to the Agent in the future.
- 4. Prompt Remittance

The Agent agrees to remit, immediately upon execution, all applications and orders solicited by him or her, together with the full amount of all payments received from customers, without deduction. Checks or money orders for payments shall be drawn to the order of the Company. The Agent has no authority whatsoever to negotiate any financial instruments made payable to the Company or any of its affiliates and subsidiaries and is not authorized to request that any negotiable instruments be made payable to him or her personally or to any entity with which he may be affiliated. The Agent further agrees to comply with all other rules and procedures for the handling of applications or orders which may be established by the Company from time to time.



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5. License
The Agent has become, or has applied to become, qualified to sell the contracts under applicable federal, state and local laws and agrees to keep such qualification in effect. The Agent further agrees to comply, if applicable, with rules of all other applicable federal and state laws, rules and regulations applicable to the conduct of the Agent's business as contemplated by this Agreement. The Agent understands that failure to comply with such rules, regulations, acts or statutes may result in disciplinary action against him or her by the Company and by any governmental authorities having jurisdiction. It is the Agent's responsibility to be properly licensed in all states prior to doing business.
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6. Proper Use of Advertising and Sales Material
The Agent shall use no advertising or sales material, prospectus, proposal, representation, or other disclosure document either in general or in relation to a particular contract or concept unless furnished or previously approved by the Company or the Market Conduct and Compliance Unit. The Agent shall not prepare or distribute any illustration, chart, graph, circular, statement or document of any sort, misrepresenting the terms, benefits or advantages of any Contract issued by the Company. Furthermore, the Agent shall not make any misleading statement as to the benefits to be received on any Contract issued by the Company, or as to historical or future investment performance relating to such contract, or as to the financial position of the Company. All manuals, guides, books, tapes, programs and other materials developed by the Company which may be delivered to the Agent from time to time and the information contained therein, will remain the sole and exclusive property of the Company and shall be used solely in the solicitation of applications for Contracts covered by this Agreement. These materials may not be reproduced in any way, or disseminated to anyone other than a bona fide customer, without the prior written approval of an authorized officer of the Company. None of the information furnished to the Agent shall be disclosed to the Company's competitors without the prior written consent of the Company. The Agent also agrees to comply with the rules and regulations of the state insurance and security laws.
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7. Independent Contractor Status
The relationship of the Agent to the Company is that of an independent contractor and nothing contained herein shall be construed to create an employer and employee relationship between the parties. The Agent, therefore, is responsible for developing his or her own sales prospects and may freely determine, subject to applicable legal, regulatory and Company requirements, when and where he or she shall solicit business contemplated by this Agreement. The agent shall comply with and be bound by the rules of the Company now in force as they hereafter may be amended or supplemented; such rules, however, are not to interfere with such freedom of action of the Agent. The Agent shall not be required to spend any particular portion of his or her working time acting as an Agent for the Company. The Agent shall be free to continue employment with any other person, firm or corporation.
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8. Rights of the Company
In addition to other rights set forth herein or implied or necessitated by the terms hereof, the Company specifically reserves the right to: (a) modify or amend any Contract; (b) discontinue or withdraw any Contract from the Agent's jurisdiction or any part thereof (and this may be done without prejudice to continuing such Contract in any other jurisdiction in which the Company is authorized to do business or in any other part of the Agent's jurisdiction); (c) fix maximum and minimum limits on the amounts for which any Contract may be issued; (d) modify or alter the conditions or terms under which any Contract may be sold, or regulate its sales in any way; (e) cease doing business in all or any part of the Agent's jurisdiction; (f) change commissions or other compensation on premiums received in the future upon prior notice to the Agent; and (g) require that the Agent be bonded in an amount which bears a reasonable relationship to the composition and volume of the Agent's business with the Company. The Company's rights as reserved in (a) through (e) may be exercised at any time and without prior notice to the Agent. Nothing contained herein shall prevent or restrict the Company from appointing other agents either within or outside Agent's jurisdiction to solicit applications for Contracts.
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9. Expenses
The Company shall not be responsible for the Agent's expenses, including but not limited to bonding, transportation, postage, express delivery, advertising, telephone, telex or facsimile charges and other expenses incidental to the Agent's business.
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10. Return of Materials
In the event of termination of this Agreement, all prospectuses, disclosure documents, application forms, sales literature, customer lists, or other materials or supplies furnished to the Agent by the Company shall be promptly returned to the Company.



11. Authority of Agent	The Agent shall have no power or authority other than as herein expressly granted and no other or greater powers shall be implied from the grant or denial of powers specifically mentioned herein. The Agent shall have no power or authority to make, alter or discharge any Contract in the name of the Company, or to bind the Company by any promise or statement, or to make, accept or endorse notes, or to incur any liability on behalf of the Company, or to waive a forfeiture or waive, alter or amend the performance, provisions, terms or conditions of any contract or to extend the time for the payment of monies due the Company, or to collect money for the Company except as to the collection of the initial payment on Contracts issued by the Company pursuant to this Agreement. Nothing contained herein shall prevent or restrict the Agent from acting as agent for other insurance companies in any jurisdiction.
12. Contract Not Assignable	Except to the extent permitted under Paragraph 13, the rights and benefits accruing hereunder to the Agent are not assignable.
13. Assignment of Commissions	No assignment of commissions by the Agent shall be permitted except in such cases, if any, as shall be expressly authorized in advance in writing by the Company. Any purported assignment of commissions without the written consent of the Company shall be void.
14. Indemnification	The Agent shall indemnify and hold the Company harmless from any loss or expense which results from any act or omission committed by the Agent in the conduct of his or her activities under this Agreement.
15. General Provisions	<p>The Agent and the Company agree to fully cooperate with each other in any state or regulatory investigation. The Agent and the Company will promptly inform the other party of any regulatory investigation or proceeding being conducted with respect to their activities.</p> <p>The non-enforcement or waiver of any provision of this Agreement by a party shall not imply the subsequent waiver of such provision or any simultaneous or subsequent waiver of any other provision hereof.</p> <p>Any notice under this Agreement shall be given by facsimile or by mail, postage paid, addressed as indicated above or to such other address as a party may later designate in writing.</p> <p>To the extent this Agreement may be in conflict with any applicable law or regulation, this Agreement shall be construed in a manner not inconsistent with such law or regulation. The invalidity or illegality of any provision of this Agreement shall not be deemed to affect the validity or legality of any other provision of this Agreement.</p> <p>This Agreement supersedes all previous agreements, oral or written, between the parties hereto and no modification hereof shall be valid unless made in writing and signed by all parties. This Agreement shall be governed by the laws of the State of New York.</p> <p>The Agent agrees to fully cooperate with the Company in the defense of any action filed against the Agent and/or Company by a third party for alleged acts that occur while this Agreement was in effect.</p>
16. Termination	This Agreement may be terminated by either party at any time for any reason upon written notice to the other. This Agreement may be terminated immediately for cause if the Agent (a) has wrongfully withheld any funds, property or documents belonging to the Company; (b) has misrepresented any product or service offered by or through the Company; (c) has failed to comply with the terms of this Agreement or the Company's rules and regulations currently in force or later brought to the Agent's attention in any manner; (d) if the Agent commits or admits to a defalcation or (e) if the license of the Agent is revoked, suspended or refused renewal by any federal or state regulatory body or self-regulatory organization. Upon termination for cause, the Agent shall have no further rights or privileges under this Agreement, except as otherwise provided herein. The Agent shall not, at any time, either during or for the eighteen (18) months following termination of this Agreement, induce any contract owner of the Company to relinquish, surrender or lapse any contract issued by the Company without prior written approval of the Company.

Executed in duplicate at New York, New York on or as of the "Effective Date" shown above.

THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC.

By

Signature of Authorized Officer

Signature of Agent



The Guardian Life Insurance Company of America
Agent Contracting & Licensing
81 Highland Avenue, Mail Station A259, Bethlehem, PA 18017

**All the forms listed in Section II are to be retained by the broker,
including a copy of the Instruction page.**



NY CIRCULAR LETTER (NY LICENSEES ONLY)



STATE OF NEW YORK
INSURANCE DEPARTMENT
160 WEST BROADWAY
NEW YORK NEW YORK 10013-3393

SALVATORE R. CURIALE, SUPERINTENDENT OF INSURANCE

Circular Letter No. 8
July 11, 1991

ALL INSURANCE AGENTS AND BROKERS

PLACEMENT OF HEALTH INSURANCE COVERAGE WITH UNLICENSED AND UNAUTHORIZED MULTIPLE EMPLOYER WELFARE ARRANGEMENTS.

Since the release of Circular Letter No. 7 (1978) and Circular Letter No. 7 (1977), the Insurance Department has received additional inquiries as to whether purported "comprehensive health plans" offered by Multiple Employer Welfare Arrangements ("MEWAs") which provide major medical type benefits to employees residing in New York State on a self-funded basis can be sold in this state.

The term "MEWA" is defined in the Employee Retirement Income Security Act, Public Law 93-406, ("ERISA") to mean an employee welfare benefit plan, or any other arrangement (other than an employee welfare benefit plan), which is established or maintained for the purpose of offering or providing any welfare benefit to the employees of two or more employers *including one or more self-employed individuals), or to their beneficiaries. However, the term "MEWA" does not include any such plan or other arrangement which is established or maintained (i) pursuant to one or more collective bargaining agreements or (ii) by a rural electric cooperative.

It is the position of this Department that the selling of the above major medical type benefits constitutes the doing of an insurance business in this state under the New York Insurance Law, and only a licensed insurer or an organization specifically exempt from such licensing requirement may offer such insurance coverage of benefits in this state.

The Department understands that certain self-funded MEWAs claim that they are exempt from the requirement of licensing and conformance to the New York Insurance Law because of the provisions of ERISA.

Based on a review of the applicable provisions of ERISA, it is the position of this Department that except as discussed below, ERISA exemption does not apply to self-funded MEWAs. Accordingly, all self-funded MEWAs must be licensed to do an insurance business in this state. It should be noted that, upon referral by this Department, the Attorney General commenced an injunctive action against one such program and its sponsors and obtained a Temporary Restraining Order and Decision that the program did in fact conduct an insurance business in violation of the Insurance Law. *Corcoran v. Empire Benefit Plans, Inc., N.Y. Sup. Ct., Albany Co., (June 13, 1989).*

Any licensee of this Department who solicits, negotiates or effectuates any coverage on behalf of an unlicensed or unauthorized self-funded MEWA would be subject to disciplinary action for having violated Sections 2110, 2117 and 2112 and other applicable provisions of the Insurance Law, and to the penalties provided therein which include suspension or revocation of all insurance licenses held and/or the imposition of monetary penalties.

Any other person who acts on behalf of an unlicensed or unauthorized self-funded MEWA in this state would be subject to monetary penalties for having violated Sections 1102, 2117, and 2122 of the Insurance Law.



The Guardian Life Insurance Company of America
Agent Contracting & Licensing
81 Highland Avenue, Mail Station A259, Bethlehem, PA 18017

The Department recognized that certain self-funded multiple employer programs which are established or maintained (i) pursuant to one or more collective bargaining agreements, (ii) by rural electric cooperatives, or (iii) by trades or businesses under common control may be exempt from the requirements of obtaining a license and other provisions of the Insurance Law by virtue of ERISA preemption.

However, we believe that our licensees should exercise caution when they are approached to provide services on behalf of any self-funded multiple employer program. Licensees should be suspicious when the coverage is offered to unaffiliated or unrelated parties and provides for profit-making opportunities. We note that the exemption from insurance regulation under ERISA is not intended to apply to insurance programs masquerading as employee benefit plans. If an insurance agent or broker is approached to provide services on behalf of a self-funded multiple employer program and is unsure as to whether the program is exempt from the requirement of licensing, such licensee may submit all relevant documents to the Department for review. Placement of such coverage pending Insurance Department review may expose licensees to the liabilities of the type herein above mentioned.

Licensees of this Department who provide services to self-funded ERISA exempt plans are hereby cautioned not to misrepresent the nature of their services as being within the scope of their insurance licenses. The public relies upon Department licensees, acting in their professional capacity, to evaluate their insurance needs and to secure appropriate insurance coverage. It is the position of this Department that licensees are responsible for making full and complete disclosure in writing when they are not acting within the scope of their license. In addition, licensees should disclose in writing that the self-funded ERISA exempt plan does not operate under the supervision or jurisdiction of the New York State Insurance Department and that the insurance type benefits are not provided or guaranteed by a licensed insurer and are not subject to the minimum standards or mandated benefits provisions of the Insurance Law. Licensees should retain signed and dated copies of such written disclosure for a period of not less than five years.

As a final matter, agents and brokers should consider their potential liability under the fiduciary responsibility provisions in ERISA before agreeing to provide services on behalf of self-funded multiple employer programs. Agents and broker may be held personally liable for the payment of benefits or for other losses incurred resulting from the failure to discharge their duties solely in the interest of and for the exclusive benefit of plan participants and their beneficiaries or from similar failures by co-fiduciaries and, in addition may be liable for other penalties for activities or transactions which are prohibited. Furthermore, a licensee's involvement with a fraudulent or financially unsound arrangement, including programs which charge excessive fees, may reflect negatively on the competence and trustworthiness of such licensee.

Receipt of this letter must be acknowledged in writing to Mr. John Mansfield, Supervising Insurance Examiner, New York State Insurance Department, 160 West Broadway, New York New York 10013

Very truly yours,

SALVATORE R. CURIALE, SUPERINTENDENT OF INSURANCE



The Guardian Life Insurance Company of America
Agent Contracting & Licensing
81 Highland Avenue, Mail Station A259, Bethlehem, PA 18017

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days. In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.



TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "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 (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street, Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
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



GUARDIAN ANTI-MONEY LAUNDERING TRAINING REQUIREMENT

If you have already completed BOTH the Anti-Money Laundering Training “Base Course” AND ACKNOWLEDGED The Guardian Life Insurance “Company Page” course through LIMRA, please disregard this notice.

ACCESS TO THE GUARDIAN COMPANY PAGE IS RESTRICTED UNTIL THREE (3) BUSINESS DAYS AFTER RECEIPT OF THE GUARDIAN WELCOME LETTER BEARING YOUR GUARDIAN WRITING CODE.

As you are aware, the US Treasury Department has mandated regulations that extend Anti-Money Laundering (AML) compliance to insurance companies. As a result, all licensed insurance agents who will be selling a “covered product” with Guardian will have to complete an industry approved AML training course.

Guardian has selected LIMRA International (LIMRA) to provide this computer based AML training course. Since LIMRA is the AML training resource for many other insurance companies.

Please keep in mind, that in order for Guardian to receive your completion notification from LIMRA, you must have completed the Base Course AND also “clicked” and reviewed the Guardian Company Page that is ALSO located on your LIMRA Welcome Page after you log-in. If Guardian was not listed on your Welcome Page, or if you are unsure whether you “clicked” and acknowledged Guardian so that a completion notification would be sent to Guardian from LIMRA, please contact Samuel Mann at (212)919-3065 or by e-mail Samuel_Mann@glic.com.

- Log onto the course at the following website address: <https://aml.limra.com>
- YOUR USERNAME is the first four (4) characters* of your last name (lowercase) combined with the last six (6) digits of your social security number. If this is your first time logging on to the site YOUR PASSWORD IS YOUR LAST NAME (lowercase). **If you have previously accessed the course, please use the password you created at that time.**
- Please note that you will not receive a paper certificate of your completion of the training, instead we will receive a report from LIMRA informing us of your status.

An important point to remember is that Guardian will ONLY receive a completion notification from LIMRA when the individual has completed BOTH the Base Course AND the Guardian Company Page on YOUR LIMRA Welcome Page.

Guardian would like to personally thank you for your business and we look forward to working with you for many years to come. Should you require any additional information or clarification please use the contact information listed above.

*If your last name has fewer than four (4) characters, input your last name and the last six (6) digits of your social security number. An apostrophe is considered a character for sign-on purposes, e.g. if your name is O'Donnell you would enter o'do as the first four characters of your last name.