



Be Life Confident

AXA EQUITABLE LICENSING & APPOINTMENT INSTRUCTIONS

WANT TO GET PAID?

- **Licensing:** You must be licensed in a state before you can solicit business in that state.
- **Appointment:** Please note, any agent writing business in the states of **Georgia and District of Columbia** **must wait to be appointed** before an application is taken. If you are already appointed with MONY/MLOA 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.
- **New Appointment:** We strongly recommend that all first appointments with AXA Equitable or MONY/MLOA be submitted before the application is taken, however, except for the above mentioned states, you may submit the required appointment paperwork at the same time as the application. All appointment paperwork must be submitted to AXA Equitable's Licensing Department through a General Agency; whereas Applications should be directed to our New Business Department located at the following address: The MONY Group—An AXA Financial Company/175 Powder Forest/Attn: New Business/Simsbury, CT 06070 Phone#: 866-408-7240
- **L&C Paperwork:** Please complete the following forms listed below if you are a new agent to AXA Equitable and are seeking an appointment for **life** business. It is important to note, Form B is **not** required **if** your General Agency's agreement with AXA is to receive all commissions.
 - Agent Profile: Form A
 - Please note the agent's resident street address and signature **are required** in order to conduct a background check.
 - Agent Profile: Form B
 - Independent Agent Sales Agreement
 - Proof of E&O which 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).
 - License(s)
- If you are a new agent to AXA Equitable and are seeking an appointment for **variable annuity** business, please contact our L&C Department located in Secaucus, New Jersey for correct licensing and appointment instructions/documentation: AXA-Equitable/200 Plaza Dr./4th Floor/Secaucus, NJ 07094 Phone#:800-789-7771
- **Appointment Fees:**
 - AXA Equitable requires the agent to provide a non-resident appointment fee if indicated by the state
 - Checks are required to be made payable to AXA Equitable
 - Non--resident fees are waived if an agent submits business within 30 days of his/her General Agency submitting the agent's licensing and contracting paperwork to AXA Equitable. Please note such requests should be indicated by the GA on a cover page included with the agent's paperwork to ensure the non-resident appointment is processed in a timely manner.

The General Agency may email, fax or mail an agent's documentation to the following:

- **Group Email Address:** LifeLicensing@axa-equitable.com
- **FAX#:** 800-657-2911
- **AXA Equitable Life Insurance Company**
80 Scott Swamp Road
Attn: L&C
Farmington, CT 06032

AXA Equitable Licensing Department General Phone Number for Life Business:

- **866-262-6669 Option 3, Followed by Option #2**

Agent Profile

AXA Equitable

80 Swamp Road
Attn: L&C
Farmington, CT 06032
866-262-6669 Toll Free
800-657-2911 Fax



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AXA Equitable Life Insurance Company is the parent company of AXA Distributors, LLC.

Agent Profile Form B is required if commissions are made payable to a Sub-Producer Corporation, Broker Dealer, or Wirehouse. Please note a tax id and license copy **are also required** in order for the entity to receive commissions. Please note the Commissionable Address information is only needed if the agent's check is being mailed to a different address other than the company address listed below.

Pay Commissions to the agent's: **Sub-Producer Corporation** **Broker Dealer** **Wirehouse**

Company Name: _____ Company Tax ID # _____ -

Company Address:

City: _____ State: _____ Zip: _____ - County: _____

Business Telephone Number: (_____) Business Fax Number: (_____)

Selecting this box confirms the check will be mailed to a different address other than the company address listed above:

Commissionable Address:

C/O:

City: _____ State: _____ Zip: _____ - County: _____

FORM B

INDEPENDENT AGENT SALES AGREEMENT

I have applied to _____ (the "BGA") for authorization, on a non-exclusive basis, to solicit applications for and service certain life insurance and annuity products ("Company Products") of AXA Equitable Life Insurance Company, MONY Life Insurance Company, MONY Life Insurance Company of America, U.S. Financial Life Insurance Company or other insurance company affiliate or subsidiary of any of the foregoing. Reference herein to the "Companies" shall mean one or more of such insurance companies, as applicable. Reference herein to the "Company" shall mean the insurance company issuing any particular Company Product. The BGA has informed me that entering into this Independent Agent Sales Agreement is a condition of such authorization. Accordingly, I hereby agree, for the benefit of AXA Distributors, LLC and its affiliated insurance agencies (collectively, the "Distributor"), as follows:

1. **No Modification.** I have no authority to and will not alter, modify, waive or change any of the terms, rates, or conditions of any Company Product.
2. **Compliance with Laws Regulations, Codes of Conduct and Rules and Procedures.** I 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, including without limitation, rules and procedures regarding replacements, as may be issued by the BGA, the Distributor or the Companies. I will not solicit applications for Company Products unless I am properly licensed and, if required by law, appointed to the Company.
3. **Suitability.** I will not recommend any Company Product unless I have reasonable grounds, after inquiry, to believe it is suitable for the applicant.
4. **No Representations.** I will not make any statements concerning a Company Product which is contrary to or inconsistent with the terms and conditions thereof.
5. **Initial Premiums.** I will not accept any sums on behalf of a Company other than checks signed by the applicant in payment of the first premium payable to the Company, and I will not endorse checks payable to a Company or pay premiums out of my account.
6. **No Surrender or Exchange.** I 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 Distributor. I understand that either no compensation or a reduced compensation will be paid in the event any policy issued by one of the Companies is replaced with a policy issued by the same Company or any other Company Product.
7. **No Life Settlements or Sales of Interests to Persons without an Insurable Interest.** I will not sell a Company Product to any person if I know or have reason to believe that such sale is being made, in whole or part, for the purpose of resale or to otherwise transfer any of the rights of ownership or benefits under the policy directly or indirectly to a third party. I will not endorse, promote, encourage or participate in the sale of Company Products with the intention or expectation of effecting life settlements or otherwise directly or indirectly creating or transferring any rights of ownership or benefits in whole or part to a person who is not related to the insured or does not have a pre-existing insurable interest under state law. I will promptly notify the Distributor of any sale or prospective sale of a Company Product if I discover, am notified, or have a reasonable basis to suspect that a Company Product is being purchased with the intention or expectation of resale or other direct or indirect transfer, in whole or in part, of any

rights or benefits of the purchaser or any beneficiary thereunder. I acknowledge that the use of financing to purchase a Company Product may be a reasonable basis to suspect that a purchase is being made with the intention or expectation of resale or transfer.

8. **No Bank Sales.** I 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.

9. **Applications.** I will forward all completed applications, checks and supporting materials to the BGA promptly following receipt thereof. I understand that the Company may accept or reject any application in its sole discretion.

10. **Delivery of Policies and Contracts.** I will deliver policies and contracts issued by a Company to purchasers promptly following receipt thereof. I 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, medical history, avocation, occupation, or insurability of the proposed insured since the date of the original application.

11. **Approved Sales Materials.** I 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 Distributor, the Companies or the Company Products without the prior written approval of the BGA.

12. **Names and Trademarks.** I 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.

13. **Professional Liability Insurance.** I will maintain, at all times during the term hereof, professional liability insurance in such form and amounts as the Distributor may require issued by an insurer having an A.M. Best’s rating of A VIII or better. I will promptly notify the BGA if my professional liability insurance is suspended or terminated.

14. **Books and Records.** I will make all books, accounts and records regarding the solicitation of applications for and servicing of Company Products available for inspection by representatives of the Distributor and the Companies at my office on reasonable demand during normal business hours.

15. **Investigations and Proceedings.** I will cooperate with the Distributor 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 Distributor of any notice or communication I may receive in connection therewith. I will promptly forward to the Distributor and the Companies any Summons or Complaint served upon me which names any of them as a party to the litigation or which seeks production of Company documents.

16. **Complaints.** I will promptly forward to the Distributor 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. I will provide all information with respect to each such complaint as the Distributor may request and will cooperate with the Distributor and the Companies in resolving the same.

17. **Compensation.** I 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 Distributor. I understand that the Distributor may pay compensation to me on the BGA’s behalf solely as an accommodation to the BGA and without

any obligation to me. I will repay, on demand, any sums paid to me by the Distributor on the BGA's behalf if the Distributor determines that the BGA is not entitled to such sums or determines that I am not entitled to such sums, if a policy or contract is rescinded or cancelled or modified, reversed or surrendered in whole or part, or if the Company refunds any premiums or contributions or pays out all or part of the contract or policy value. The Distributor may offset any amounts payable to me on the BGA's behalf against any sums owed by me to the Distributor or the Companies, and any such offset shall constitute payment to me on the BGA's behalf.

18. **Expenses.** As an independent contractor, I will pay all expenses incurred by me in soliciting applications for and servicing Company Products.

19. **Confidentiality.** I will keep confidential all information about the Distributor, the Companies and the Company Products, including without limitation, business practices, marketing strategies, computer programs, rate manuals and printed and electronic data. I 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.

20. **Privacy.** I 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. I will safeguard all nonpublic personal information in accordance with the GLB and other applicable privacy laws and regulations. I will promptly notify the Distributor if any nonpublic personal information is used or disclosed contrary to this Agreement and take reasonable steps to mitigate any adverse impact or other harm to the Companies, the Distributor and the affected individuals.

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

22. **Indemnification.** I will indemnify and hold the Companies and the Distributor 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 my failure to perform any of the undertakings herein or arising out of or due to any negligence or misconduct on my part.

23. **Independent Contractor.** I 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 Distributor will create a relationship of employee and employer between us.

24. **Appointment.** I understand that each Company may approve, reject or terminate any appointment at any time with or without cause. I have not been associated with AXA Network, LLC at any time during the preceding twelve (12) months.

25. **U.S. Patriot Act.** I will comply with all applicable provisions of the U.S. Patriot Act and other customer identification, anti-money laundering, anti-terrorism and similar laws and regulations (collectively, "AML"), and the Companies and the Distributor may rely on me to so comply. I will, on request, provide the Distributor with such certificates of compliance as the Distributor may reasonably request. I have completed all AML training which an insurance agent is required to complete as of the date hereof and will not hereafter solicit applications for Company Products unless I have previously completed all addition AML training which insurance agents are then required to complete. I will

promptly notify the Distributor if I detect suspicious customer activity and cooperate with the Distributor and the Companies in testing the effectiveness of their AML programs, including testing of the requirements in this section.

26. **IMSA Principles.** I will follow the Principles of Ethical Market Conduct of the Insurance Marketing Standards Association (“IMSA Principles”) to (i) conduct business according to high standards of honesty and fairness and to render that service to my customers, (ii) provide competent and customer-focused sales and service, (iii) engage in active and fair competition, (iv) provide advertising and sales materials that are clear as to purpose and honest and fair as to content, (v) provide for fair and expeditious handling of customer complaints and disputes and (vi) maintain a system of supervision and monitoring that is reasonably designed to achieve compliance with IMSA Principles.

27. **Termination.** I understand that this Agreement may be terminated with or without cause by me or by the Distributor by giving written notice of termination. My undertakings hereunder will survive termination. Upon termination for cause, no further compensation shall be payable to me for or on behalf of the BGA.

28. **Arbitration.** Any controversy, claim or dispute of any kind whatsoever between the parties arising out of or relating to this Agreement or any actual or alleged breach thereof shall be resolved by submitting such controversy, claim or dispute to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect. Depositions of witnesses will not be permitted in preparation for the Arbitration hearing except for the purpose of the preservation of testimony to be submitted at the final hearing and except as permitted by the arbitrators upon a finding of extraordinary need. Judgment on any award rendered by the arbitrators may be entered in any court, state or federal, having jurisdiction thereof. No party to this Agreement will seek to recover consequential, exemplary and/or punitive damages against the other party, except as may be recoverable as a claim for indemnification as elsewhere permitted herein. Notwithstanding the foregoing, any party to this Agreement may assert a crossclaim or a third party claim for indemnity or contribution against another party to this Agreement in any pending litigation filed by a third party. Upon motion of any party, the arbitrators may stay the arbitration to permit resolution of any factual or legal issues that are pending in litigation filed by a third party. It is the intent of this Agreement that all disputes shall be resolved in the most efficient and fair manner possible under the circumstances.

29. **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 Distributor and no written waiver shall 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 the Distributor unless signed on its behalf by William Terry or such other officer as may be designated in writing by a Senior Vice President thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Signature _____

Printed Name _____

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.