

**SAVINGS BANK LIFE INSURANCE
PRODUCERS AGREEMENT
General Agency**

SECTION ONE
PARTIES, APPOINTMENT AND RELATIONSHIP

The Parties to this Agreement are:

The Savings Bank Life Insurance Company of Massachusetts, a corporation duly established in the Commonwealth of Massachusetts, with a usual place of business at One Linscott Road, Woburn, Massachusetts, 01801, and

_____ of _____ hereinafter called Producer, you or your and _____ of _____ also called General Agent.

The Producer is a: Corporation Partnership Individual .

We hereby authorize you to solicit applications for all forms of individual life insurance and annuities for us, to forward applications to us for approval or rejection and to collect only the initial payment due on such application upon the terms and conditions of this Agreement. In consideration of the authority conferred upon you by us, the parties hereby agree to be bound by the terms and provisions of this Agreement.

Your relationship shall be that of Independent Contractor only and nothing herein shall be construed to create the relationship of employer and employee between us. In the performance of any and all of the obligations hereunder, you shall be acting as a producer and not as an employee, partner or associate of ours, and you shall not hold yourself out in any capacity other than as a producer authorized to solicit and submit applications to us.

SECTION TWO
AUTHORIZATION, DUTIES AND LIMITATIONS OF AUTHORITY

- A. Authorization: The Company hereby authorizes you to solicit and submit applications for insurance, and to collect initial premiums.
- B. Duties of the Producer
The Producer shall:
 - 1. Solicit and transmit applications for policies to be issued by the Company;
 - 2. Render services to policyholders and beneficiaries of policies as required by the Company;
 - 3. Remit promptly to the Company, for credit only against the proper account, any and all monies or securities received by you as full or partial payment of premiums, bills, accounts, charges and other items of any nature whatsoever, and until such monies and securities are remitted, hold them in trust for the benefit of the Company. You may not offset compensation or other amounts owed to you against any premiums held in trust for the benefit of the Company;
 - 4. Promptly forward to the Company all information which comes into your possession concerning the underwriting of any risk whether such information bears favorably or unfavorably on such underwriting;
 - 5. Maintain proper records and accounts of business transacted under this Agreement, in such manner and form as may be required by the Company, which records shall be the property of the Company, whether or not paid for by the Company; and make such records and accounts available to the Company, with reasonable notice, during all business hours;

6. Allow the Company, its representatives and accountants to conduct at any time, with prior notice, whatever audit of your books and records the Company deems necessary with respect to the business transacted by you under this Agreement;
 7. Comply with the continuing education requirements for insurance agents and brokers under applicable law;
 8. Generally endeavor to promote the interests of the Company as contemplated by this Agreement and conduct yourself so as not to affect adversely the business or reputation of the Company;
 9. Comply with all rules, procedures and regulations of the Company;
 10. Obtain prior approval before the use of any advertising material, brochure, letters, illustrations or training manuals relative to the Company or its products. The Agency agrees to refrain from using the Company's logos or trademarks in any way without obtaining the Company's prior written consent.
 11. Receive compensation for services hereunder in accordance with the Supplemental Agreement attached hereto. The company reserves the right to alter or amend the compensation formula after thirty days written notice;
 12. Exert your best efforts to keep all insurance produced by you in full force and effect;
 13. Notify the Company of any consumer complaint, regulatory investigation, disciplinary action, judicial proceeding and the like involving you or any of your sub-producers, if any, with respect to the marketing or sale of the Company's products, or any activity in connection therewith;
 14. Comply with all applicable state and federal statutes, rules and regulations, including but not limited to insurance, privacy, unfair trade practices, rebating, money laundering and fraud.
- C. Limitation of the Producer's Authority: You have no authority to, nor shall you represent yourself as having such authority to, nor shall you do any of the following:
1. Hold yourself out as an employee, partner, joint venturer or associate of the Company;
 2. Hold yourself out as an agent or broker of the Company in any other manner, or for any other purpose, than is specifically prescribed in this Agreement;
 3. Alter, modify, waive or change any of the terms, rates or conditions of any advertisements or other promotional literature, illustrations, receipts, contracts, questions, statements or answers on any application of insurance of the Company in any respect;
 4. Collect any premiums or payments on behalf of the Company whatsoever, except initial premiums or additional annuity contributions;
 5. Bind the Company on any application for, or policy of, insurance, unless provided for in a conditional receipt authorized by the company;
 6. Guarantee any premiums, interest rates, or dividends or any provision unless guaranteed in a policy;
 7. Incur any debts or liability for or against the Company.
- D. Territory: The producer may solicit business and collect first premiums on behalf of the Company in any state in which both the Company and the producer are licensed to transact insurance business. The territory is not assigned exclusively to the producer.

- E. The Company's Right to Reject Applications and Cancel or Rescind Policies: The Company reserves the right, in its sole discretion and without liability to you, to disapprove or reject any application submitted, to limit or restrict the amount or plan of any policy it shall issue, to require a higher premium than that applied for, to rescind any existing policy when appropriate, to alter or withdraw policies offered from time to time, and to introduce new policies.
- F. Assignability: The duties and liabilities of this Agreement are not assignable. Only the licensed Producer of this Agreement is authorized to act on behalf of the Company.

SECTION THREE
RESTRICTIONS AND CONFIDENTIALITY

- A. Customer List: You hereby acknowledge that the list of the names and addresses of SBLI customers who purchase or have purchased SBLI policies or contracts through you shall be the joint property of the Company and you.
- B. Confidentiality: Except as authorized under this Agreement or by the Company, you will not directly or indirectly use, disseminate, refer or reveal to any other party the contents of any customer files, any list of SBLI policyholders or any proprietary information as hereinafter defined, either during the term of this agreement or at anytime after its termination.
- C. Proprietary Information: All the information and materials provided by the Company to you remain proprietary to the Company, including but not limited to contracts, origination credit schedules, administrative manuals and any other operations manuals. You shall not disclose any such information or materials or use them except as may be required to carry out your obligations hereunder. All underwriting records, claim records, applications, claim forms, and correspondence relative to the insurance provided under the Policy are the property of the Company. You shall protect the confidentiality of all such documents and records. Any such material in your possession shall be promptly delivered to the Company on request.
- D. Replacement: You agree to refrain from taking any action to induce any SBLI customer to terminate, reduce or replace any existing SBLI policy or contract unless after a suitability analysis you can demonstrate that the replacement is in the best economic interests of the customer. Any such analysis shall include a comparison of cost indices under model NAIC cost disclosure regulations and a rate of return analysis if whole life insurance is involved. Disclosure of a new contestable period and suicide clause, if applicable, shall also be included.
- E. Corporate Responsibility: The Producer shall be liable for any violation of this agreement, the responsibility for which will not be limited to the individual officers or employees of the Agency, if any. No officer or employee of the Agency shall perform any act on behalf of the Company until he or she is duly licensed and has executed an individual producers agreement with the Company
- F. Litigation: The Producer shall not initiate litigation in any dispute between itself and the General Agent or any applicant or policyholder of the Company without prior written notification of the Company.

The Producer acknowledges that injunctive relief to restrain any threatened or further violation of this agreement is appropriate and necessary since there may be no adequate remedy at law to protect the Company's unique assets and property rights. The Producer may not commence or maintain any legal action against the Company during any time period when it has received premiums for SBLI coverage and has failed to remit the same to the Company.

- G. Applicable Law and Venue: This Agreement is signed by the Company at its headquarters in Woburn, Massachusetts, and shall be subject to and governed by and construed in accordance with Massachusetts law, without giving effect to the principles of conflict of laws. You acknowledge that this Agreement has a substantial legal nexus to Massachusetts and you agree that any disputes arising hereunder or related hereto shall be exclusively resolved (irrespective of federal jurisdiction, which is hereby expressly waived) in the

courts of Middlesex County, Massachusetts, and you irrevocably waive any objection to the laying of venue in such courts. You further agree to submit disputes, to the effectiveness of the service of process, summons, notice or document by registered U.S. mail, return receipt requested, addressed to your last known address.

- H. Errors and Omissions Coverage: Producer agrees to obtain Errors and Omissions coverage in accordance with the rules of the Company now in force and as may hereafter be adopted.
- I. Indemnity: Producer shall at all times indemnify and save harmless the Company and its officers, agents and employees of and from any and all suits, actions, losses, damages, claims, expenses (including but not limited to the Company's legal expenses) and liability, of any character, type or description, arising out of or occasioned by or arising out of your conduct or that any of your officers, employees or sub-producers, if any, or arising out of any errors or omissions committed by your or any of them.

SECTION FOUR COMPENSATION

- A. Commission: The Producer agrees to receive compensation for services at a rate based on the schedule attached hereto. All commissions earned and chargebacks will be based upon only sales completed after the date of this Agreement. The total commissions earned will be paid to the Producer on a monthly basis. Charge backs will be paid by the Producer to the Company on a monthly basis.
- B. Forfeiture: If at any time you engage in the conduct described below, you will forfeit your right to all commissions from and after that time, and all commissions will become the Company's property:
1. withhold or misappropriate any money or other property belonging to the Company;
 2. subject the Company to liability due to your misfeasance or malfeasance;
 3. commit an act of fraud or embezzlement;
 4. fail to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction over this Agreement;
 5. fail to conform to the rules and regulations of the Company;
 6. engage in conduct that is grounds for suspension, revocation or termination of your insurance license;
 7. without the Company's prior written consent, induce or try to induce any agent appointed by the Company to end his/her relationship with the Company;
 8. fail to pay any indebtedness to the Company on demand;
 9. systematically replace the Company's policies with other companies' policies.
- C. Refunds: Should the Company for any reason refund any premium on any policy subject to this agreement, Producer shall repay, on demand, any commission received on that premium.
- D. Debts: If you owe money to the Company or any of its affiliates at any time for any reason, you understand and agree that:
1. any amount (including commissions) that you must repay to the Company or any of its affiliates are a debt that is due and payable upon demand;

2. interest may accrue and be payable on your debt beginning on the date of the event that creates your obligation of payment;
3. interest shall be at the rate of 12% per annum (or such lesser rate which is the maximum rate permitted by law) and the Company may also charge you costs and reasonable fees (including attorneys fees) if your debt is referred to a third party for collection;
4. any amounts that you owe the Company, or any of its affiliates, are and shall be secured by first lien against any compensation that may be or become due or payable to you, which first lien is hereby granted to the Company by you and the lien hereby created shall not be extinguished by the termination of this Agreement;
5. any amounts payable or that become payable to you hereunder shall be subject to a lien and right of setoff for any debt from you to the Company, or any of its affiliates, whether then existing, contingent or not yet matured, all in such amounts as the Company may reasonably determine;
6. because your commission earnings act as security (under the previous paragraph) for any amounts that you owe to the Company, or any of its affiliates, you agree that with respect to any policies to which this Agreement relates, you will not induce or try to induce the reduction or stoppage of premium flow, or the transfer of premiums (in whole or in part) to any other insurance company or to any other investment instrument, for so long as any amounts are owed to the Company, or any of its affiliates, by you (including after termination of this Agreement).

SECTION FIVE TERMINATION

- A. Voluntary Termination: This Agreement may be terminated by either party with or without cause, by mailing a notice of termination to the Party's last known address. The termination will be effective 15 days from the date of the mailing or upon receipt, whichever is earlier.
- B. Automatic Termination: This Agreement terminates automatically:
 1. Upon your death or total disability;
 2. Upon the revocation, or suspension or your Agent's or Broker's, or Producer's license;
 3. Upon the dissolution of the Company or the disqualification of the Company to do business under applicable laws;
- C. Records Upon Termination: All supplies and forms kept in accordance with this Agreement, shall be turned over to the Company immediately upon receipt of notice of termination of this Agreement. The Producer is prohibited from photocopying or appropriating for his use the information contained therein.

SECTION SIX GENERAL PROVISIONS

- A. Entire Agreement: This Agreement constitutes the entire agreement among the parties pertaining to the subject matter contained herein and supersedes all prior agreements, representations and understandings of the parties.
- B. Amendments: This Agreement may be amended only by a written instrument, executed by the President or a Vice President of the Company, which expresses by its terms an intention to modify this Agreement.

- C. Waiver: No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar. No waiver shall be binding unless executed in writing by the party making the waiver.
- D. Number and Gender: Whenever required for proper interpretation of this Agreement, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- E. Governing Law: This Agreement is a Massachusetts contract and will be construed in accordance with the laws of the Commonwealth of Massachusetts.
- F. Survival: The termination of this agreement will not terminate the rights and responsibilities hereunder which can reasonably be construed to survive beyond contract termination, including but not limited to the provisions contained in sections 3 and 4 hereunder.
- G. Assignment: The rights and responsibilities hereunder may not be assigned, delegated or assumed without the specific written assent of the parties.
- H. Severability: If any term or provision of this contract shall be found to be void or unenforceable, such finding shall have no effect upon any other term or provision of the agreement, which will be given full force and effect.
- I. Effective Date: This Agreement shall become effective on the date of execution of this Agreement.

IN WITNESS WHEREOF, this Supplemental Agreement has been signed by the parties.

THE SAVINGS BANK LIFE INSURANCE COMPANY OF MASSACHUSETTS (Company)

By: _____ Date: _____

By: _____ Date: _____
 General Agent Signature

By: _____ Printed Name: _____
 Individual Producer Signature

Date: _____ Address: _____

 Name of Corporate Producer

 Producer Signature / Title

Date: _____

Address: _____