

Assurity Life Insurance Company
1526 K Street • PO Box 82533
Lincoln, NE 68501-2533
Toll Free 800-276-7619

License Appointment Checklist

The procedure for licensing agents differs in each state. All states, however, are uniform in requiring that an agent be properly licensed **before** soliciting insurance sales. Assurity supports this position and requests your complete compliance with the licensing laws of your state(s).

You must return all of the following items completed in full to Brokerage Administration at Assurity. Information should be typed or printed legibly. Missing items will delay the contracting and appointment process.

Appointment Application

When appointing an agency, you must include **both** the tax identification number and social security number on the Appointment Application.

** The e-mail address and other information provided is confidential and will be used for Assurity business purposes only. E-mail addresses are requested to facilitate communication between you and the company and/or its affiliates. E-mail addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority.

Agreements

Sign, date and return **two** copies of the Agreement with the Commission Schedule. One copy will be returned to you when we provide confirmation of your appointment.

Authorization for the Release of Information

Authorization Agreement for Automatic Deposits

Attach a voided check. Deposits are made only in this manner.

W-9 Form

All potential agents must complete and submit a W-9 form. If we are paying commissions to your agency, the W-9 must be completed with agency information and tax identification number.

Copies of Licenses

Current copies of your resident and non-resident licenses for all states where you or your agency need to be appointed must be attached. If commissions are to be paid to your agency, send a current copy of the agency license along with the copy of your license.

State Forms (If applicable)

Check state requirements. Complete, sign and date special state-required appointment forms.

Letter of Certification (If applicable)

Check state requirements to see if the state(s) where you have non-resident licenses require a letter of certification from your resident state. If required, obtain and send in with other forms.

Non-Resident Appointment Fees

Make your check payable to **Assurity Life Insurance Company**.

Credit Card Authorization

If you would like to charge your non-resident appointment fees to your credit card, complete and sign the Credit Card Authorization form and send in with other forms.

NOTE: In doing business with Assurity, you will need to access our extranet site to obtain your commission statements and production reports as Assurity does not mail any commissions or production reports. You will receive more information about this once you have become contracted and appointed with Assurity.

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Phone: 800-276-7619

Appointment Application

COMPLETION INSTRUCTIONS

Individual Applicants: Complete sections I, III, IV, V & VI. Must sign and return applicable contracts.

Corporations: Complete sections I, II, III, IV, V & VI. All Corporate appointments require that appointment information be submitted on at least one officer concurrent with the Corporation. Must sign and return applicable contracts for agency and Solicitor contracts for officer.

Solicitor Applicants: Complete sections I, II, III, IV, V & VI. Must sign and return Solicitor contracts.

PLEASE PRINT OR TYPE AND RESPOND TO ALL QUESTIONS. DO NOT USE ABBREVIATIONS.

I. GENERAL INFORMATION

Mr. Mrs. Ms. Miss Name _____

Social Security # _____ Maiden or other name (If applicable) _____

Residence Address _____ Residence Phone (_____) _____

City _____ ST _____ Zip _____ Business Phone (_____) _____

Business Address _____ Fax Number (_____) _____

City _____ ST _____ Zip _____ Date of Birth _____

Email Address* _____ Sex (Optional) M F

** The e-mail address and other information provided is confidential and will be used for Assurity business purposes only. E-mail addresses are requested to facilitate communication between you and the company and/or its affiliates. E-mail addresses are not sold or furnished to any other entity except as may be required by law or regulatory authority.

Primary mailing address to receive Company Information including Underwriting and Compensation correspondence
 Business Address Residence Address

II. AGENCY INFORMATION

Agency Name _____

Corporation Partnership Tax I.D. # _____

List officers and their titles below:

Name _____ Soc. Sec. # _____

Name _____ Soc. Sec. # _____

III. ASSIGNMENT OF COMMISSIONS (Select one option)

- Paid Direct: The commission check is made payable and sent to the agent.
- Agency Direct/Solicitor: The commission check is made payable and sent to the Agency listed in Section II.

Agent's Signature _____ Date _____

IV. LICENSES

You must include current license copies for each state in which you are requesting an appointment. If you are requesting non-resident appointments, you must include the proper appointment fee(s).

Current Resident License # _____ State(s) for Appointment _____

**If requesting non-resident Florida appointment, list all counties where appointment is required _____

Are you now or have you ever been appointed with Assurity, or Assurity at Work@,?

No Yes If Yes, please identify the Company. Assurity Assurity at Work@

V. ERRORS AND OMISSIONS COVERAGE

All Assurity producers must maintain E & O coverage.

Do you have Errors and Omissions Coverage? Yes No

Please provide the carrier for your Errors and Omissions coverage, the policy number and the name of the insured. _____

VI. QUALIFICATION QUESTIONS

- 1) Have you lived in a different state or county than your present one within the last 5 years? Yes No
If Yes, please list state/county _____
- 2) Have you ever been convicted for any offense or pleaded guilty to any misdemeanor or felony charges or have charges currently pending against you or a business with which you are connected?..... Yes No
- 3) Do you currently have a pending bankruptcy or have you ever filed for bankruptcy, been declared bankrupt or insolvent, had your salary garnished?..... Yes No
- 4) Are you at the present involved in any litigation or are there any unsatisfied judgments or liens (including state or federal tax liens) against you?..... Yes No
- 5) Have you ever had a bond denied, paid out or revoked? Yes No
- 6) Has any insurance company canceled any contract with you or appointment of you as a sales person for any request other than non-production of business or at your own request? Yes No
- 7) Are you indebted to any Insurance Company/Agency/Manager (including debit balance)? Yes No
- 8) Have you ever had any complaints against your conduct that resulted in a return of premium to any insured? Yes No
- 9) Have you ever been fined, suspended, placed on probation, reprimanded, entered into a consent order by any insurance department, the SEC, or any other regulatory authority? Yes No
- 10) Have you ever had an insurance and/or securities license refused/suspended/revoked or currently restricted or under investigation by any insurance department, the SEC, or any other regulatory authority? Yes No

***You must attach details and dates for any questions answered Yes above.**

I hereby certify that the statements contained in this Appointment Application are true and correct to the best of my knowledge and belief. I understand that any false statements on this Application may be considered as sufficient cause for rejection of this Application, or for termination if such false statement is discovered subsequently.

I understand and agree that:

- I can solicit business only in states where I am licensed and appointed with Assurity Life Insurance Company.
- I will not solicit business in states that prohibit solicitation prior to my appointment.
- As a general rule, it is not acceptable to make a solicitation anywhere other than the resident state of the applicant.
- I will abide by all written rules and regulations (subject to change at any time) set forth by the Company.

Agent's Signature _____ **Date** _____

THIS BOX MUST BE COMPLETED	
WHO IS YOUR APPOINTING AGENT? _____	AGENT ID _____

ASSURITY LIFE INSURANCE COMPANY
1526 K Street • PO Box 82533
Lincoln, NE 68501-2533
Toll Free 800-276-7619
TAX ID NO 38-1843471

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS

(1) I (we) hereby authorize the Company to initiate credit entries to my (our) checking savings account in the entity named below ("Depository Institution"), and I (we) authorize the Depository Institution to accept and to credit the amount of such entries to my (our) account. Such authorization does not allow the Company to debit entries to my (our) account.

(2) DEPOSITORY INSTITUTION: _____

(3) CITY: _____ STATE: _____ ZIP: _____

(4) TRANSIT/ABA NO.: _____ ACCOUNT NO.: _____

This authority is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Company a reasonable opportunity to act on it and in no event shall it be effective with respect to entries processed by the Company prior to receipt of notice of termination.

The undersigned hereby agree(s) that all entries initiated hereunder are to be governed in all respects by the Rules of the National Automated Clearing House Association and agree(s) to be bound thereby.

(5) AGENT'S NAME (please print): _____

(6) AGENT'S CODE (if known): _____

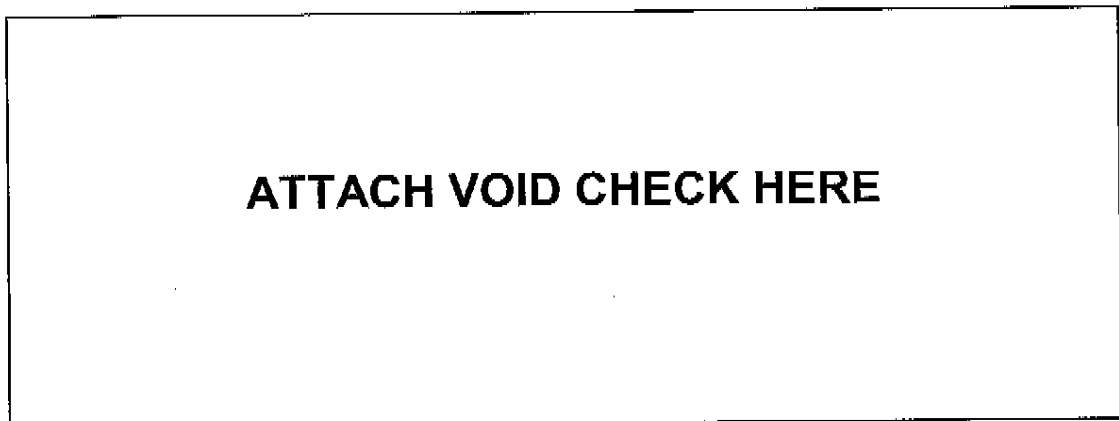
(7) DATE: _____ SIGNED: _____

Notes for completing form:

- (1) – Indicate if checking or savings account;
- (2) – through (5) – Complete all information;
- (6) – If new agent, leave blank; otherwise complete
- (7) – Date and sign.

Please fill out this form and either mail to the address shown above, Attn: Accounting Dept, or fax to 402-437-4558.

ATTACH A VOIDED CHECK AND RETURN TO THE ACCOUNTING DEPARTMENT



ASSURITY LIFE INSURANCE COMPANY
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Authorization for Release of Information

I hereby authorize and request any present or former employer, school, police department, financial institution or other persons having personal knowledge about me, to furnish any and all information in their possession regarding me for contracting/appointment purposes.

A photo copy of this authorization may be accepted in place of the original, and I specifically waive written notice from any present or former employer who may provide information based upon this authorization.

Minnesota and Oklahoma applicants only

If you want a copy of the report ordered, check this box

The report will be sent by the consumer-reporting agency to you at your residential address listed in your contracting application.

Signature

Date

Please print full name

Date of Birth

<p>CONSUMER NOTIFICATION</p> <p>This notification is given to inform you that a consumer report or an investigative consumer report is being obtained for the purpose of evaluating you for employment purposes.</p> <p>This report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living, from public records or through interviews with your neighbors, friends or associates.</p> <p>You have the right to request additional disclosures regarding the nature and scope of the investigation and a summary of your rights under the Fair Credit Reporting Act.</p>
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ASSURITY LIFE INSURANCE COMPANY
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CREDIT CARD AUTHORIZATION

I authorize Assurity Life Insurance Company to charge the credit card listed below in the amount of _____ for the contracting appointment fees for which I am applying today.

I ACKNOWLEDGE:

- 1. USE OF THE CREDIT CARD FOR PAYMENT IS OPTIONAL;
- 2. THIS AUTHORIZATION DOES NOT COVER THE CHARGING OF FUTURE FEES;
- 3. THIS CHARGE WILL BE INITIATED ONLY WHEN THE ACCOMPANYING APPLICATION(S) IS (ARE) ACCEPTED

Name on Card _____

Card/Account Number _____

Expiration Date _____

Signature _____

Date of Signature _____

<input type="checkbox"/> Mastercard
<input type="checkbox"/> Visa
<input type="checkbox"/> Discover

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name _____

Business name, if different from above _____

Check appropriate box: Individual/
Sole proprietor Corporation Partnership Other ▶ _____

Exempt from backup withholding

Address (number, street, and apt. or suite no.) _____

City, state, and ZIP code _____

List account number(s) here (optional) _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

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

Social security number								
or								
Employer identification number								

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities**).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**ASSURITY LIFE INSURANCE COMPANY
ANNUALIZATION ADVANCE AGREEMENT
(Writing Commissions)**

This Annualization Advance Agreement is an addendum to the Agent Agreement between Assurity Life Insurance Company ("Assurity") and the Agent named below ("you") (the "Agent Agreement").

It is understood and agreed as follows:

1. While this Agreement remains in effect, Assurity will advance to you annualized first year writing commissions on policy forms that are deemed in Assurity's sole discretion to be advanceable. This Agreement applies only to policies issued with a monthly premium mode.
2. Assurity will advance _____ 75% _____ 50% of your annualized first year writing commissions. This percentage may be changed no more often than every six months. The maximum amount of first year commission that will be annualized on any one policy is \$2000. One hundred percent (100%) of the earned commission on each of the policy's premiums will be applied to offset this debt, until it is paid in full. Thereafter, commissions will be payable as earned. So long as this Agreement has not been terminated, renewal commissions will be paid to you as earned under and subject to the terms of your Agent Agreement.
3. An advance will be made when the policy is issued and the initial premium is received by Assurity. In the event of any rescission, lapsed, cancelled or surrendered policy, or death of the Insured, any unearned portion of the advance will be deducted from the next advance(s) and any earned first year or renewal commission. If there is any debt remaining at month-end because of the rescission, lapsed, cancelled, or surrendered policy, or Insured's death, Assurity may, at its discretion, require you to remit payment in full to clear such debt.
4. The outstanding balance of advances made to you shall be a debt that you owe to Assurity, and Assurity shall have a first lien against all monies that any division of Assurity may owe you from time to time to secure that debt, including any interest payable as provided below.
5. If this Agreement or your Agent Agreement is terminated for any reason, the debt you then owe Assurity under this Agreement shall become due and payable immediately, and you shall pay us interest at 6% per annum on any balance remaining unpaid thereafter. In addition to any other remedies Assurity may have, Assurity may retain any monies we owe you or that become owing to you, immediately and without notice or resort to judicial process.
6. In addition to any debt under this Agreement, including interest, you agree to pay Assurity all costs and reasonable fees (including attorneys fees) and costs of collection that Assurity incurs to effect payment of your debt, which will become part of that debt.
7. This Agreement may be terminated at any time with or without cause, by either party, by giving notice to the other in writing at the last known address. This Agreement will terminate automatically upon and at the same time as termination of your Agent Agreement.
8. If you are a partnership or corporation, each individual signing below on your behalf shall be jointly and severally liable for any debt hereunder and shall be subject to the lien provided above and enforcement of it on the same basis and to the same extent as you.
9. This is the entire agreement between you and Assurity as to advances of annualized first year writing commissions, and it amends your Agent Agreement only as and to the extent stated. Assurity may, at its sole discretion, modify the terms of this Agreement at any time. Any change in this Agreement may be made only in writing signed by Assurity.
10. This Agreement is signed for Assurity at its Home Office in Lincoln, Nebraska and shall be subject to and construed under the laws of the State of Nebraska. All actions with respect hereto shall be brought in a court of competent jurisdiction in the State of Nebraska.
11. The provisions of paragraphs 4, 5, 6, and 8 will survive the termination of this Agreement.

Dated this _____ day of _____, 20_____.

Agent Signature

Social Security Number

Agent Printed Name

APPOINTING AGENT AS GUARANTOR

The Appointing Agent accepts responsibility as a Guarantor, and agrees to be jointly and severally liable for any debts, as that term is described in the above Agreement, of the agent signing the above Agreement. The Appointing Agent agrees that such a debt will be a first lien against any money owed by any division of Assurity to Appointing Agent.

By: _____
Appointing Agent's Signature

Appointing Agent's Printed Name

ASSURITY LIFE INSURANCE COMPANY

This Agreement is effective for policy applications written on or after _____
Date

By: _____
Officer

**ASSURITY LIFE INSURANCE COMPANY
ANNUALIZATION ADVANCE AGREEMENT
(Overwrite Commissions)**

This Annualization Advance Agreement is an addendum to the Agent Agreement between Assurity Life Insurance Company ("Assurity") and the Agent named below ("you") (the "Agent Agreement").

It is understood and agreed as follows:

1. While this Agreement remains in effect, Assurity will advance to you annualized first year overwrite commissions on policy forms that are deemed in Assurity's sole discretion to be advanceable. This Agreement applies only to policies issued with a monthly premium mode.
2. Assurity will advance 75% of your annualized first year overwrite commissions. This percentage may be changed no more often than every six months. The maximum amount of first year commission that will be annualized on any one policy is \$2000. One hundred percent (100%) of the earned commission on each of the policy's premiums will be applied to offset this debt, until it is paid in full. Thereafter, commissions will be payable as earned. So long as this Agreement has not been terminated, renewal commissions will be paid to you as earned under and subject to the terms of your Agent Agreement.
3. An advance will be made when the policy is issued and the initial premium is received by Assurity. In the event of any rescission, lapsed, cancelled or surrendered policy, or death of the insured, any unearned portion of the advance will be deducted from the next advance(s) and any earned first year or renewal commission. If there is any debt remaining at month-end because of the rescission, lapsed, cancelled, or surrendered policy, or insured's death, Assurity may, at its discretion, require you to remit payment in full to clear such debt.
4. The outstanding balance of advances made to you shall be a debt that you owe to Assurity, and Assurity shall have a first lien against all monies that any division of Assurity may owe you from time to time to secure that debt, including any interest payable as provided below.
5. If this Agreement or your Agent Agreement is terminated for any reason, the debt you then owe Assurity under this Agreement shall become due and payable immediately, and you shall pay us interest at 6% per annum on any balance remaining unpaid thereafter. In addition to any other remedies Assurity may have, Assurity may retain any monies we owe you or that become owing to you, immediately and without notice or resort to judicial process.
6. In addition to any debt under this Agreement, including interest, you agree to pay Assurity all costs and reasonable fees (including attorneys fees) and costs of collection that Assurity incurs to effect payment of your debt, which will become part of that debt.
7. This Agreement may be terminated at any time with or without cause, by either party, by giving notice to the other in writing at the last known address. This Agreement will terminate automatically upon and at the same time as termination of your Agent Agreement.
8. If you are a partnership or corporation, each individual signing below on your behalf shall be jointly and severally liable for any debt hereunder and shall be subject to the lien provided above and enforcement of it on the same basis and to the same extent as you.
9. This is the entire agreement between you and Assurity as to advances of annualized first year overwrite commissions, and it amends your Agent Agreement only as and to the extent stated. Assurity may, at its sole discretion, modify the terms of this Agreement at any time. Any change in this Agreement may be made only in writing signed by Assurity.
10. This Agreement is signed for Assurity at its Home Office in Lincoln, Nebraska and shall be subject to and construed under the laws of the State of Nebraska. All actions with respect hereto shall be brought in a court of competent jurisdiction in the State of Nebraska.
11. The provisions of paragraphs 4, 5, 6, and 8 will survive the termination of this Agreement.

Dated this _____ day of _____, 20_____

Agent Signature

Social Security Number

Agent Printed Name

APPOINTING AGENT AS GUARANTOR

The Appointing Agent accepts responsibility as a Guarantor, and agrees to be jointly and severally liable for any debts, as that term is described in the above Agreement, of the agent signing the above Agreement. The Appointing Agent agrees that such a debt will be a first lien against any money owed by any division of Assurity to Appointing Agent.

By: _____
Appointing Agent's Signature

Appointing Agent's Printed Name

ASSURITY LIFE INSURANCE COMPANY

This Agreement is effective for policy applications written on or after _____ Date

By: _____
Officer

ASSURITY LIFE INSURANCE COMPANY**AGENT AGREEMENT**

Accepted:

ASSURITY LIFE INSURANCE COMPANY

This Agreement is effective _____

Approved: _____

Director, Brokerage Administration

By: Signature of Agent or Firm Principal

Print or Type Name and Title Here

This Agreement is between the Agent who signed this Agreement (referred to as "you," "your," and/or "Agent" in this Agreement) and Assurity Life Insurance Company (we will be referred to as "Assurity," "our," "we," "us," and "the Company").

1. AGREEMENT

You agree to represent Assurity Life Insurance Company as an Agent in accordance with the terms of this Agreement, the rules, policies, procedures and guidelines of the Company and the laws and regulations of the state(s) in which you operate.

2. APPOINTMENT

Subject to the terms, limitations, and conditions of this Agreement, you are appointed to represent Assurity in the state(s) in which you maintain proper license and/or appointment. You are appointed to solicit applications for such policies as are issued by the Company wherever it is duly licensed. You hereby accept such appointment and agree to comply with this Agreement as well as all operating, financial and underwriting guidelines, rules and regulations of the Company.

3. RELATIONSHIP

You are an independent contractor and nothing in this or any other agreement between you and the Company shall be construed to create the relationship of employee or employer between you and the Company.

You are free to exercise your own judgment in determining when, how and to whom you sell Assurity policies. You choose the time, place and manner of sale, but you are to conform to state law and regulation and our rules and instructions that are not inconsistent with the independent contractor relationship.

You also acknowledge that all agents in your hierarchy are independent contractors of Assurity and, at a subagent's election or for good cause, can be transferred by Assurity according to Assurity's transfer rules.

4. DUTIES

You are required to follow certain guidelines while exercising the authority granted under this Agreement. These guidelines include, but are not limited to, the following:

- a. For any applications solicited by you, you shall also collect the first premium. You shall immediately submit to Assurity applications and first premiums when received.
- b. Service and help us keep in force the policies you sell for the Company.
- c. Segregate any monies you receive for us and hold them in trust until delivery. You shall not use such funds for any purpose.
- d. You shall notify Assurity immediately upon becoming aware of any misdemeanor or felony criminal convictions relating to you or your employees, or any agent in your hierarchy.
- e. You shall comply with Assurity's policies and procedures concerning the replacement of life and annuity contracts. A replacement occurs whenever an existing policy or contract is terminated, converted, or otherwise changed in value. You shall recommend the replacement only when replacement is in the best interest of the customer. You shall fully disclose any and all relevant information to the customer regarding the financial impact to the customer of the replacement, whether a new contestability period and/or suicide clause will start under the new policy, and whether the customer will have to resubmit to underwriting to purchase the new policy. You agree never to recommend that a customer cancel an existing policy until a new policy is in force, and the customer has determined that the new policy is acceptable.
- f. You agree to adhere to Assurity's rules concerning ethical market conduct which require you to:
 - i. carefully evaluate the insurance needs and financial objectives of your clients, and use sales tools (e.g. sales brochures and policy illustrations) to determine that the insurance or annuity you are proposing meets these needs;
 - ii. maintain a current license and valid appointment in all states in which you promote the sale of Assurity products to customers and keep current of changes in insurance laws and regulations by reviewing the bulletins and newsletters published by the state insurance departments and Assurity;
 - iii. comply with Assurity's policies concerning replacements, and refrain from providing false or misleading information about a competitor or competing product or otherwise making disparaging remarks about a competitor;
 - iv. submit, prior to use, all advertising materials intended to promote the sale of Assurity products to us for approval;
 - v. immediately report to us any customer complaints, and assist us in resolving the complaint to the satisfaction of all parties; and
 - vi. communicate these standards to any office personnel that you directly supervise and request their agreement to be bound by these conditions as well.

5. LIMITATIONS OF AUTHORITY

You do not have authority to and you shall not:

- a. Interfere with any person's business relationship with the Company.
- b. Accept risks, incur debt or liability, or make contracts in our name or on our behalf.
- c. Promise reinstatement of any policy or coverage, or commit Assurity to any action regarding any claim.
- d. Waive, alter, modify or change any Company policy, terms, rates or customary requirements.
- e. Deliver policies except in accordance with our Instructions.
- f. Start legal actions in our name.
- g. Extend credit to applicants or insureds, personally pay any applicant's or insured's premiums, or allow extra time to pay a premium.
- h. Collect any premium other than the initial premium unless we authorize it.
- i. Endorse checks or any negotiable instrument payable to or intended for the Company.
- j. Deliver any policy when you or your agents have knowledge of any impairment of the applicant's health either not disclosed on the application or that occurred subsequent to the securing of the application.

6. COMPENSATION

Your compensation shall be based on your personal production and the production of all agents assigned to you. You will receive payments as shown in the Commission Schedule ("Schedule"), as amended from time to time, for premiums received on policies issued by the Company for applications secured under this Agreement. The Schedule states the required repayments of compensation for lapses, terminated, or surrendered policies. We can change the Schedule, but any change will not affect business applied for prior to the effective date of the change. Payment of compensation will be made at such times and in any manner as we determine. You must access our web site to obtain commission statements and production reports. You must object to any transactions shown on EFT statements and compensation reports within 30 days of receiving them, or they will be deemed to be conclusive.

Your right to commissions shall be deemed fully vested, and except as specifically limited to herein, the renewal commissions shall be paid for the term and in the amount shown in the Schedule, so long as they exceed \$250 in a year, or you are receiving first year commissions. Vesting will cease if this Agreement is terminated for cause. If this Agreement terminates because you die and you are a natural person, we will continue payments to your beneficiary. If no beneficiary is designated, we will pay your executor. Payments after your death will cease if the policyholder requests a new agent.

You authorize us to release your production and earnings records to the Agent, if any, to whom you are assigned.

7. GENERAL PROVISIONS

- a. **Errors and Omissions Coverage.** For as long as this Agreement is in force, you shall maintain Errors and Omissions insurance with a carrier in amounts and with a deductible that we accept. You agree to provide evidence that such coverage is in force upon our request for such evidence.
- b. **Personal Liability.** You agree to indemnify us and hold us harmless from all losses and expenses we incur resulting from your acts or omissions other than those which we so authorize in writing.
- c. **Advertising.** You shall comply with our advertising rules. You shall not use, permit, or cause to be used, our name or any advertising regarding our products without obtaining our prior written consent.
- d. **Expenses.** You agree to be solely responsible for all your expenses incurred in performing this Agreement.
- e. **Indebtedness.** Any amount you owe us is a first lien on any compensation payable to you under this Agreement until your debt is fully paid. You agree that if at any time you have a debit balance with us, you are not due any compensation. Commissions will be credited to your account until such time as the debit balance has been cleared. Termination of this Agreement does not release you from continuing liability to us for immediate repayment of any debt including unearned first year commissions or bonuses. We have the right to charge interest at the maximum lawful rate on any outstanding debt.
- f. **Return of Premium.** If we refund premiums on which you received compensation for any reason, you agree to immediately repay us any compensation you received on that premium.
- g. **Waiver.** Failure of the Company to strictly enforce any provision of this Agreement will not be interpreted as a waiver of such provision.
- h. **Modification.** Any change to this Agreement must be in writing signed by an authorized officer of the Company.
- i. **Assurity Property.** You agree to return all of our property upon demand or at this Agreement's termination. Our property includes, without limitation, all rate books, manuals, supplies, applications, video materials, computer software, insured files and advertising and sales materials supplied by the Company and not owned by you.
- j. **Assignment.** You cannot assign this Agreement or compensation payable hereunder without prior written approval by an authorized officer of the Company.
- k. **Governing Law.** This Agreement is governed by and interpreted according to Nebraska law. All actions with respect to this Agreement shall be brought in a court of competent jurisdiction in Lancaster County, Nebraska.
- l. **Entire Agreement.** This Agreement including any attachments, schedules and addendums, supersedes any and all previous Agreements between you and the Company, and is the entire Agreement between you and the Company. This Agreement is effective on the date indicated by the Company in this Agreement.
- m. **Privacy.** You agree to protect any confidential information of the Company's customers that is accessible by you. Confidential Information includes, but is not limited to any nonpublic personal information about the Company's customers or potential customers, regardless of whether it is personally identifiable or anonymous information. Such nonpublic personal information includes, but is not limited to:
 - i. Application information, such as health status and history, assets and income;
 - ii. Identifying information, such as name, address and social security number;
 - iii. Transaction information such as policy activity, contract balances, purchases and withdrawals; and
 - iv. Information from other sources, such as credit reports.

You agree, now and at all times in the future, not to use or disclose Confidential Information to any person or entity, other than to carry out the purposes for which the Company's applicant or customer disclosed the information, or as necessary to carry out the lawful business purposes of this Agreement, or as otherwise allowed by law or regulation. Use or disclosure of Confidential Information shall comply with federal and state privacy laws, rules and regulations. You agree to adhere to the Company's policies and procedures related to maintaining the privacy and protection of applicants' and customers' Confidential Information.

You shall establish policies and procedures to protect such Confidential Information in accordance with commercially reasonable standards and at a minimum using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication of such Confidential Information as the Company uses to protect its own confidential information. You will implement appropriate measures to:

- i. Ensure the security and confidentiality of the Company's customer information;
- ii. Protect against any anticipated threats or hazards to the security or integrity of such information; and
- iii. Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.

Confidential Information shall be returned to the Company or destroyed upon our request, once the services contemplated by this Agreement have been completed, or upon termination of this Agreement. In addition, you shall not be entitled to use such Confidential Information for any purpose thereafter. You agree to permit Assurity to audit your compliance with this section during regular business hours upon reasonable notice. These provisions shall survive the termination of this Agreement.

8. TERMINATION

Either party may terminate this Agreement at any time by giving written notice. Notice may be mailed or delivered to the last known address of the other party. If you reside in, or are licensed in, a state that requires advance notice, you hereby agree to waive any advance notice of termination and agree that termination will be effective immediately upon delivery of written notice. We may terminate this Agreement for cause if you commit any act that injures our business or reputation; fail to account for and remit promptly any monies collected by you for us; or withhold any policies, money or other property belonging or returnable to the Company.