

ASSURITY LIFE INSURANCE COMPANY

AGENT AGREEMENT

Accepted:

By: Signature of Agent or Firm Principal

Print or Type Name and Title Here

<p>ASSURITY LIFE INSURANCE COMPANY</p> <p>This Agreement is effective _____.</p> <p>Approved:</p> <p>_____ Director, Brokerage Administration</p>
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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 lapsed, 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.