

Legacy Solicitor Contract Kit

Assurity

Life Insurance Company

Lincoln, Nebraska



ASSURITY LIFE INSURANCE COMPANY

1526 K Street • PO Box 82533

Lincoln, NE 68501-2533

Toll Free 800-276-7619

Legacy Solicitor 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). Please review the Appointment Guidelines for Business Received (reverse side) for more information.

You must return the following items completed in full to:

Legacy Insurance Services, Inc. of America

741 North 120th Street

Omaha NE 68154

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.

Agreement

Sign, date and return the Agreement.

Authorization for the Release of Information

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.

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

Refer to the Non-Resident Appointment Information form. Fees for all states where you need a non-resident appointment must be included. 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.



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Appointment Guidelines for Business Received

Agent must be appointed before soliciting business

Washington

Appointment due no later than 10 days after date policy application was written

Utah

Appointment due no later than 30 days after date policy application was written

Georgia

Kansas

Pennsylvania

Virginia

Appointment due no later than 14 days after date policy application was received

California

Appointment due no later than 15 days after date policy application was received

Alabama

Arkansas

Connecticut

Delaware

Hawaii

Idaho

Louisiana

Maine

Massachusetts

Michigan

Minnesota

Mississippi

Montana

Nebraska

Nevada

New Hampshire

New Jersey

New Mexico

Oregon

South Carolina

South Dakota

Tennessee

Vermont

West Virginia

Wisconsin

Wyoming

Appointment due no later than 30 days after date policy application was received

Alaska

Arizona

Colorado

DC

Florida

Illinois

Indiana

Iowa

Kentucky

Maryland

Missouri

North Carolina

North Dakota

Ohio

Oklahoma

Rhode Island

Texas

Highlighted states must be held in a pending status – no commissions can be paid until we receive confirmation.

Consistent with our long-standing compliance philosophy, if an application is solicited contrary to any state's appointment requirements, such application cannot be accepted.

In these situations, we send the proposed policyowner a letter, including any refunds due, explaining why we are unable to accept the application, and the application is returned to the agent. Certainly, adherence to standard and procedures promotes our mutual, overall goal of promoting public confidence in us and our industry.



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LEGACY RESIDENT APPOINTMENT INFORMATION

The following table shows what is required to process paperwork and appointment for both an agent and an agency together. **If paperwork is for the agent only, the agent must submit all licenses** for appointment(s) in each state they will solicit business. If you have any questions, please contact Legacy Insurance Services, Inc. 741 North 120th St. Omaha NE 68154, 800-493-3007.

State	Who Must Be Appointed		Send In A License Copy	
	Agent	Agency	Agent	Agency
AL	X		X	X
AK		X	X	X
AZ	X	X	X	X
AR	X	X	X	X
CA		X	X	X
CO	X	X	X	X
CT	X	X	X	X
DE	X		X	X
DC	X	X	X	X
FL	X		X	
GA	X		X	X
HI			X	X
ID		X	X	X
IL	X		X	If Licensed
IN	X		X	X
IA	X		X	
KS	X		X	X
KY	X	X	X	X
LA		X	X	X
ME	X	X	X	X
MD	X	X	X	X
MA		X	X	X
MI	X	X	X	X
MN	X		X	X
MS	X		X	X
MO	X		X	X
MT		X	X	X
NE	X		X	X
NV	X	X	X	X
NH	X	X	X	X
NJ		X	X	X
NM	X		X	X
NY	Not Available			
NC	X		X	X
ND	X	X	X	X
OH	X	X	X	X
OK	X	X	X	X
OR		X	X	X
PA	X	X	X	X
RI	X	X	X	X
SC	X		X	X
SD	X	X	X	X
TN	X		X	
TX	X	X	X	X
UT		X	X	X
VT	X		X	
VA	X	X	X	X
WA		X	X	X
WV	X		X	
WI	X		X	If Licensed
WY		X	X	X



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LEGACY NON-RESIDENT APPOINTMENT INFORMATION

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State	Who Must Be Appointed		Who Pays A Fee		Fee Amount		Send In A License Copy	
	Agent	Agency	Agent	Agency	Agent	Agency	Agent	Agency
AL	X		X		30.00		X	
AK		X					X	X
AZ	X	X					X	X
AR	X	X					X	X
CA		X		X	24.00	24.00	X	X
CO	X	X					X	X
CT	X	X	X	X	45.00	45.00	X	X
DE	X		X		25.00		X	X
DC	X	X	X	X	25.00	25.00	X	X
FL	X		X		60+6/county		X	
GA	X		X		20.00		X	X
HI							X	
ID		X					X	X
IL	X						X	If Licensed
IN	X						X	X
IA	X		X		8.00		X	
KS	X		X		5.00		X	X
KY	X	X	X	X	50.00	120.00	X	X
LA		X		X	20.00	20.00	X	X
ME	X	X	X	X	70.00	70.00	X	X
MD	X	X					X	X
MA		X		X	75.00	75.00	X	X
MI	X	X	X	X	5.00	5.00	X	X
MN	X		X		10.00		X	X
MS	X		X		10.00		X	X
MO	X		X				X	X
MT		X		X			X	X
NE	X		X		8.00		X	X
NV	X	X	X	X	15.00	15.00	X	X
NH	X	X	X	X	25.00	25.00	X	X
NJ		X					X	X
NM	X		X		23.00		X	
NY	Not Available							
NC	X		X		20.00		X	X
ND	X	X	X	X	*Retaliatory	*Retaliatory	X	X
OH	X	X	X	X	20.00	20.00	X	X
OK	X	X	X	X	40.00	40.00	X	X
OR		X		X			X	X
PA	X	X	X	X	15.00	15.00	X	X
RI	X	X					X	X
SC	X						X	X
SD	X	X	X	X	20.00	20.00	X	X
TN	X		X		15.00		X	
TX	X	X	X	X	10.00	10.00	X	X
UT		X		X			X	X
VT	X		X		60.00		X	
VA	X	X	X	X	14.00	14.00	X	X
WA		X		X	20.00	20.00	X	X
WV	X		X		25.00		X	
WI	X		X		24.00		X	If Licensed
WY		X		X	15.00	15.00	X	X



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Phone: 800-276-7619

Legacy Appointment Application

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* _____ Gender (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 – LEGACY INSURANCE SERVICES, INC. OF AMERICA

Agency Name _____

Corporation Partnership

Tax I.D. # _____

List officers and their titles below:

Name _____ Soc. Sec. # _____

Name _____ Soc. Sec. # _____

III. 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 _____

IV. ERRORS AND OMISSIONS COVERAGE

All Assurity producers must maintain a minimum coverage of \$500,000 for each claim per agent with a maximum \$10,000 deductible.

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. _____



V. 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 reason 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
- 11) How many years have been licensed as an insurance agent? _____
- 12) How many companies are you currently contracted with? _____

***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** _____



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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 _____

Billing Address _____

City _____ State _____ Zip _____

Phone Number _____

Signature _____

Date of Signature _____

Mastercard

Visa

Discover

★ Please Note: Debit cards may only be used to pay for contracting appointment fees if the card shows the Mastercard or Visa logo.



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Disclosure and Authorization for Consumer Reports

DISCLOSURE

In connection with your application for contract services with Assurity Life Insurance Company, a consumer report or an investigative consumer report will be requested during the application process and if contracted, during your contract term. It may contain information about your character, general reputation, personal characteristics, mode of living, qualifications and credentials. The nature and scope of the consumer report or investigative consumer report is the procurement of reports such as consumer credit, criminal records, civil records, driving records, employment verification, education verification, professional license verification and others. I understand that, upon written request within a reasonable period of time, I am entitled to additional information concerning the nature and scope of this investigation. I understand that pursuant to the Fair Credit Reporting Act (FCRA), I have the right to know if adverse action is being considered against me as a result of information contained in this report, that I have the right to a copy of this report prior to any adverse action taken against me and to dispute the accuracy of any information in this report by contacting the consumer reporting agency. I understand that I may have additional rights under state law which I may determine by contacting my state or local consumer protection agency.

Consumer Reporting Agency:	Business Information Group PO Box 130 Southampton, PA 18966 (215) 396-9870
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- Oklahoma, Minnesota, and California applicants may obtain a copy of this consumer report by checking this box. This report will be sent to California applicants within three (3) days of the employer receiving the report.
- California applicants only: For consumer reports which were not obtained by a consumer reporting agency, by checking this box you waive the right to obtain a copy of the report. If unchecked, you will receive this report within 7 days of the employer receiving it.

California only: For reports obtained by Business Information Group, California applicants also may review the file Business Information Group maintains on you during normal business hours, upon submitting proper I.D. and by paying fees associated with making copies of those files. In the State of California, a new Disclosure and Authorization/Release of Information form is required each time a subsequent Consumer Report/Investigative Consumer Report is going to be requested. The nature and scope of the consumer report or investigative consume report is the procurement of reports such as consumer credit, criminal records, civil records, driving records, employment verification, education verification, professional license verification and others.

AUTHORIZATION / RELEASE OF INFORMATION

I have carefully read and understand the above Disclosure. I hereby authorize the obtaining of driving records, consumer reports and investigative consumer reports at any time after receipt of this authorization. I authorize without reservation, any party or agency contact by Assurity Life Insurance Company, to furnish information about my character, reputation, personal characteristics, credentials, and/or credit and indebtedness. I understand this may involve obtaining driving records, personal interviews with sources such as schools, employers, supervisors, friends, neighbors, associates, state, federal or local agencies, and public record or law enforcement agencies. I further authorize ongoing procurement of these reports at any time during my continued employment or contract for services, unless specifically prohibited by state law. I also agree that a fax or photocopy of this authorization with my signature shall be accepted with the same authority as the original.

I further understand and authorize by signing below, that in accordance with the legitimate business practices of Assurity Life Insurance Company that copies of my application and consumer reports may be furnished to the affiliates, assignees or agents of Assurity Life Insurance Company.

Signature _____ Date _____
mm/dd/yyyy

IDENTIFICATION INFORMATION FOR CONSUMER REPORTING AGENCY

Name _____ Date of Birth _____ Social Security # _____
First / MI / Last (Please Print or Type) mm/dd/yyyy



INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT
California Civil Code Section 1786.22

- (a) An Investigative Consumer Reporting Agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
 - (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
 - (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative Consumer Reporting Agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies
 - (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify themselves with the information described above, may an Investigative Consumer Reporting Agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity
- (d) The Investigative Consumer Reporting Agency shall provide trained personnel to explain to the consumer any information furnished them pursuant to Section 1786.10.
- (e) The Investigative Consumer Reporting Agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of their choosing, who shall furnish reasonable identification. An Investigative Consumer Reporting Agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.



**ASSURITY LIFE INSURANCE COMPANY
LEGACY ESTATE MAXIMIZER PRODUCER AGREEMENT**

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the dates shown below, but shall only become effective upon appointment of Producer by Assurity.

ASSURITY LIFE INSURANCE COMPANY	LEGACY INSURANCE SERVICES, INC. OF AMERICA
By: _____ Its Authorized Officer	By: _____ Its Authorized Officer
Dated: _____	Dated: _____
_____ Printed Name of Producer	APPROVED AND ACCEPTED BY APPOINTING LICENSED PRODUCER
_____ Signature of Producer or Authorized Officer/Partner	_____ Signature of Appointing Licensed Producer
Dated: _____	Dated: _____

PARTIES:

THIS AGREEMENT is made and entered into by and among Legacy Insurance Services, Inc. of America ("Legacy"), a Nebraska corporation, whose address is 741 North 120 Street, Omaha, Nebraska 68154-4212, Assurity Life Insurance Company ("Assurity"), a Nebraska corporation, whose address is P.O. Box 82533, Lincoln, Nebraska 68501-2533, and _____ ("Producer"), whose address is _____, _____ (city), _____ (state).

RECITALS:

A. Legacy is the national marketing organization for the Legacy Estate Maximizer policies of life insurance issued by Assurity.
B. Legacy has recommended Producer for appointment by Assurity as an agent to solicit and obtain applications for the Legacy Estate Maximizer policies of life insurance and other insurance policies and/or annuity contracts described on the Commission Schedule(s) attached to this Agreement (collectively, the "Contracts").

AGREEMENT:

NOW THEREFORE, in consideration of the mutual agreements contained herein, Legacy, Assurity and Producer agree as follows:

1. AUTHORIZATION

Subject to appointment by Assurity, Producer is authorized to solicit and obtain applications for the Contracts on a non-exclusive basis in any state or territory in which the Contracts have been approved for sale and in which both Legacy and Producer are duly licensed and appointed by Assurity.

2. LICENSING REQUIREMENTS AND CONDUCT OF BUSINESS

Producer agrees to obtain all licenses required by applicable governmental authorities to carry out the obligations and duties of Producer under this Agreement prior to soliciting or selling any Contracts. Producer shall be responsible for the payment of all license and appointment fees. Producer further agrees to comply with all applicable federal, state and local laws and regulations in conducting business under this Agreement.

3. INDEPENDENT CONTRACTOR RELATIONSHIP

Legacy, Assurity and Producer agree that Producer is and shall be treated as an independent contractor and not as an employee, servant, agent, partner or joint venturer of Legacy or Assurity. Producer shall be free to exercise independent judgment as to the time, place and manner in which to perform the services authorized by this Agreement; provided, however, that Legacy and/or Assurity reserve(s) the right to prescribe from time to time rules and regulations with respect to the conduct of such business which do not interfere with the exercise of such independent judgment by Producer. Producer shall set his own daily hours of work and shall furnish his own place of work and his own tools and equipment. Legacy and Assurity will not be responsible for withholding, and shall not withhold, FICA or other employment or income taxes of any kind from any payments made to Producer. Legacy shall issue a Form 1099 to Producer. Neither Legacy nor Assurity will provide worker's compensation insurance coverage to Producer or Producer's employees. At all times during the term of this Agreement, Producer shall purchase and maintain in force errors and omissions liability insurance with limits acceptable to Legacy and Assurity. Producer will from time to time deposit with Legacy a certificate of insurance from its insurer that such insurance is in force.

4. DUTIES AND OBLIGATIONS OF PRODUCER

(a) Producer is authorized to solicit applications for the Contracts, to collect the initial payments due on such applications and to submit the same to Legacy. Any and all premiums collected by Producer with respect to any Contract shall, under all circumstances, be by check or money order made payable to Assurity and in no other form. Such checks are the property of Assurity and shall be securely held by Producer in a fiduciary capacity and shall be promptly delivered to Legacy, together with all required applications. At no time is Producer authorized to receive premium funds payable to Producer's personal order or to the order of any entity other than Assurity. No personal checks of Producer will be accepted for payment of any premium.

(b) Producer shall be responsible to promptly deliver each Contract to the insured/owner and to obtain and return to Legacy a signed delivery receipt for each Contract prior to the payment of any commission. Producer may not deliver any Contract unless: (i) the person being insured is in good health and insurable condition at the time of delivery, (ii) the first premium has been fully paid, and (iii) delivery of the Contract is accomplished within the period of time allowed by Legacy and Assurity for such delivery. Any Contract which is not delivered as provided in the preceding sentence shall be promptly returned to Legacy by Producer.

(c) Producer shall use its best efforts to promote the business and interests of Legacy and Assurity as contemplated by this Agreement and shall take no action which would adversely affect the business, good standing or reputation of Legacy or Assurity.

(d) Producer shall be bound by the terms, conditions and limitations set forth in this Agreement and the rules and practices of Legacy and/or Assurity at the time in effect.



5. MARKET CONDUCT

- (a) Producer agrees that it will (i) treat all money received or collected with respect to the Contracts as the property of Assurity, (ii) hold such monies as a fiduciary of Assurity and (iii) deliver same in kind to Legacy.
- (b) Producer agrees to comply with all policies and procedures of Legacy and Assurity 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. Producer agrees that it will recommend a replacement only when replacement is in the best interest of the customer. Producer agrees to 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. Producer agrees to never 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.
- (c) Producer agrees to adhere to the rules of Legacy and Assurity concerning ethical market conduct which include but are not limited to:
- (i) carefully evaluate the insurance needs and financial objectives of its clients, and use sales tools (e.g., sales brochures and policy illustrations) to determine that the insurance or annuity proposed meets these needs;
 - (ii) maintain a current license and valid appointment in all states in which Producer promotes the sale of the Contracts to customers;
 - (iii) keep current of changes in state and federal laws and regulations by reviewing the bulletins and newsletters published by the state insurance departments, federal agencies and Legacy;
 - (iv) comply with the policies of Legacy and Assurity concerning replacements, and refrain from providing false or misleading information about competitors or competing products or otherwise making disparaging remarks about competitors;
 - (v) submit to Legacy for approval prior to use all advertising materials intended to promote the sale of the Contracts;
 - (vi) immediately report to Legacy any customer complaints and assist Legacy and Assurity in resolving the complaint to the satisfaction of all parties; and
 - (vii) communicate these standards to any agents or office personnel that Producer directly supervises and require their agreement to be bound by these conditions as well.
- (d) Producer agrees to protect any confidential information of any applicant for or owner of any of the Contracts. Confidential information includes, but is not limited to, any nonpublic personal information about 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.
- (e) Producer agrees that it will not at any time use or disclose confidential information to any person or entity, other than to carry out the purposes for which any applicant for or owner of any of the Contracts disclosed the information, or as may be 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. Producer agrees to adhere to the policies and procedures of Legacy and Assurity related to maintaining the privacy and protection of the confidential information of any applicant for or owner of any of the Contracts.
- (f) Producer agrees to establish and maintain policies and procedures to protect 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 Legacy and Assurity use to protect their own confidential information. Producer agrees to implement appropriate measures to:
- (i) ensure the security and confidentiality of 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.
- (g) Producer agrees that all confidential information shall be returned to Legacy, or destroyed upon the request of Legacy, once the services contemplated by this Agreement have been completed or upon termination of this Agreement. In addition, Producer shall not be entitled to use such confidential information for any purpose thereafter.
- (h) Producer agrees to give Legacy immediate written notice of the insolvency of and filing of adjudication of bankruptcy or the making of an assignment for the benefit of creditors, the filing for appointment of a receiver, or the voluntary taking advantage of any debtor proceeding under federal or state law by Producer.
- (i) Producer agrees to give Legacy immediate notice of any formal investigation or disciplinary proceeding by any governmental or regulatory agency or any lawsuit relating to the Contracts known to Producer to which Producer, Legacy or Assurity is made a party.

6. LIMIT OF AUTHORITY

Producer is not authorized to, and specifically agrees that it will not, (i) interfere with any person's business relationship with Assurity or Legacy, (ii) accept risks, incur debt or liability, or make contracts in the name or on behalf of Assurity or Legacy, (iii) promise reinstatement of any Contract or coverage or commit Assurity or Legacy to any action regarding any claim, (iv) change, alter, waive or modify any of the terms, conditions or limitations of any Contract, rates or customary requirements, (v) deliver any Contract, except in accordance with the instructions of Assurity and Legacy, (vii) commence legal action in the name of Assurity or Legacy, (viii) extend credit to any applicant or insured, personally pay any applicant's or insured's premium, or allow additional time to pay a premium, (ix) effect any verbal agreement or contract of insurance for or on behalf of either Assurity or Legacy, (x) effect any contract of insurance except by means of authorized policy forms according to the underwriting rules and regulations of Assurity, nor (xi) deliver any Contract when Producer has knowledge of any impairment of the applicant's health either not disclosed on the application or that occurred subsequent to completing the application. Producer shall have no authority other than expressly granted in this Agreement. No forbearance or neglect by either Assurity or Legacy to insist upon strict compliance by Producer with the terms and conditions of this Agreement shall be construed as, or constitute a waiver of, any of the terms of this Agreement. Producer agrees to indemnify and hold Assurity and Legacy harmless from all losses, expenses, costs, damages and liabilities, including legal expenses, resulting from any unauthorized acts of Producer, its employees or sub-agents.

7. COMMISSIONS

(a) While this Agreement is in full force and effect, compensation shall be paid to Producer by Legacy according to the Commission Schedule(s) attached to this Agreement or subsequently issued by Legacy. Such compensation constitutes the entire consideration payable to Producer by Legacy for all services rendered and expenses incurred by Producer. Assurity shall have no obligation or liability to pay any compensation to Producer. Commissions are payable when a Contract is paid for and issued by Assurity upon any application submitted by Producer and properly delivered to the applicant thereof. No commission will be paid to Producer unless and until an original delivery receipt, signed by the insured, is received by Assurity and a photocopy is received by Legacy. Producer is not entitled to a commission until the premium due is received in full by Assurity at its home office. Producer is not authorized to deduct commissions prior to forwarding the application and premium to Legacy.

(b) Legacy will pay all commissions due to Producer pursuant to this Agreement following receipt of the commission from Assurity and



will pay such commissions at such times as Legacy considers appropriate for the administration of this Agreement; provided commissions on all "controlled business" (e.g., Producer's personal business, relatives of Producer, etc.) will be paid on the month-end statement fourteen (14) days following return of the delivery receipt. Producer acknowledges and agrees that Assurity will have no obligation to Producer for any commission, expense allowance or any other form of compensation whatsoever in connection with the services performed and expenses incurred by Producer in connection with the solicitation and sale of the Contracts.

(c) Legacy reserves the right to review the Commission Schedule(s) attached to this Agreement or subsequently issued by Legacy for profitability and persistency, and to revise, modify or supplement any and all provisions at the sole discretion of Legacy by providing written notice mailed or delivered to Producer at its last known address at least fifteen (15) days before the effective date of the change as specified in such notice. Any change in commission shall apply to Contracts issued on applications received on or after the effective date of such change.

(d) Assurity shall have the right to decline, cancel or modify any application or Contract, and to refund premiums on any portion thereof for any reason. Furthermore, Producer shall not be entitled to commissions with respect to any such application or Contract which is so declined or canceled by Assurity for any reason, including, without limitation, misrepresentation or misunderstanding. Any commissions paid to Producer on such a Contract shall be refunded to Legacy immediately.

(e) If a Contract holder exercises any right to return the Contract under the "FREE LOOK" provision, or if either Assurity or Legacy, in their sole discretion, refunds the premium on any Contract to a customer for any reason, and commissions were paid to Producer for selling the returned or refunded Contract, all such commissions will be immediately returned to Legacy by Producer. Producer agrees that upon such an occurrence it will become immediately liable to repay to Legacy such commissions and that Legacy will have the right to pursue any legal action to recover any such commissions from Producer. Producer agrees to reimburse Legacy for costs it incurs, including reasonable attorney's fees, in any action by Legacy to enforce Producer's obligations under this Agreement.

(f) All commissions and other amounts payable to Producer hereunder shall be subject to a first lien in favor of Legacy and may be reduced or set off as to any indebtedness owed by Producer to Legacy. Any commissions paid to a third party or sub-agent of Producer shall be deducted from commissions payable to Producer. For Producer to be entitled to commissions on personal production, Producer's name must appear as soliciting agent on the application for the Contract, and the Contract must have been fairly effected through the instrumentality of Producer.

8. SUB-AGENTS

(a) Producer shall have the right to recruit sub-agents to solicit applications for the Contracts. Producer shall be referred to in this Agreement and in the Commission Schedule(s) as the "Appointing Licensed Producer" for any such sub-agents. Such sub-agents must meet the requirements of Assurity and Legacy for appointment, which requirements may change from time to time, and must possess all required licenses to act in such capacity. Such sub-agents may solicit and write applications for the Contracts under the supervision of the Appointing Licensed Producer.

(b) The total commission on any Contract sold by any such sub-agent will be paid to the Appointing Licensed Producer, unless both the Appointing Licensed Producer and such sub-agent have directed Legacy in writing, on forms provided by Legacy, to pay such sub-agent directly. The Appointing Licensed Producer shall be responsible to compensate any sub-agent for any commission received by the Appointing Licensed Producer and to provide the sub-agent with any required Form 1099.

(c) If any sub-agent is appointed by Assurity under Producer, Producer will be financially responsible for any and all debit balances of such sub-agents owed to Legacy. Legacy may recover any such debit balance by deduction from any commission otherwise payable to Producer.

9. TERMINATION UPON NOTICE

(a) This Agreement may be terminated at anytime by either Legacy, Assurity or Producer, with or without cause, by giving fifteen (15) days written notice to the other parties. Such termination shall be effective on the fifteenth day following the delivery of notice of termination.

(b) Legacy or Assurity may terminate this Agreement for cause immediately by giving written notice to Producer. Such termination shall be effective immediately following delivery of notice of termination. Cause shall include, without limitation, failure to report notices of claim; failure to remit to Legacy or Assurity funds due either of them; failure to properly supervise a sub-agent; failure to terminate a sub-agent upon written notification from Assurity or Legacy; misappropriation of funds or property of Legacy or Assurity or funds received for either of them; commission of any dishonest or fraudulent act; failure to service the business or non-production; failure to comply with the rules and regulations of either Legacy or Assurity; failure to comply with the terms and conditions of this Agreement; or the loss of Producer's insurance license.

(c) If not sooner terminated as provided above, this Agreement shall terminate upon the occurrence of the earliest of the following events:

(i) incapacity of Producer as determined by Legacy or Assurity, (ii) death of Producer, (iii) bankruptcy or insolvency of Producer or (iv) the withdrawal of Assurity from the territory of Producer. Termination of this Agreement for any reason shall simultaneously terminate Producer's appointment by Assurity.

(d) If this Agreement is terminated for any reason, either by Legacy, by Assurity or by Producer, Producer covenants and agrees that Producer will not become re-appointed by Assurity to sell any single premium life insurance policies issued by Assurity, nor will Producer, directly or indirectly, solicit or sell any single premium life insurance policies issued by Assurity, for a period of one year following the effective date of such termination.

(e) After termination, Producer shall, upon request and without delay, pay in full any indebtedness owed to Legacy by Producer or any subagent of Producer. If such indebtedness is placed in the hands of an attorney or is collected through probate court or bankruptcy proceeding, then Producer agrees to pay an additional sum equal to ten percent (10%) of such indebtedness as attorney's fees.

10. RECORDS AND REPORTS

Producer agrees to render such reports and keep such records and business accounts as either Assurity or Legacy may from time to time request. Legacy will furnish to Producer, not less frequently than monthly, a statement of account and will pay to Producer any amount due. Upon receipt of such statement and payment, Producer shall immediately examine same and, if not satisfied as to the accuracy and correctness, shall immediately return such statement and payment to Legacy with full explanation of any discrepancy.

11. PRINTED MATERIAL

Legacy will furnish to Producer all supplies, circulars and printed material which may be necessary to do business under this Agreement. Producer agrees not to publish, distribute or use any circular, advertising, sales material or other document referring to Assurity or Legacy, or to the Contracts, without the prior written approval of Legacy. Failure to strictly comply with the foregoing requirements constitutes a violation of this Agreement and may result in immediate cancellation of this Agreement and forfeiture of all commissions payable hereunder. All printed material furnished to Producer by Legacy remains the property of Assurity or Legacy and shall be promptly returned to Legacy upon termination of this Agreement.

12. CONVERSION

In the event any Contract is subsequently converted into some other form of policy, then Producer shall forfeit all further rights to commissions payable under such Contract in either its original or converted form.



13. DUTIES ON TERMINATION

- (a) If this Agreement shall be terminated for any reason, Producer shall promptly deliver to Legacy: (i) all manuals, (ii) notes, (iii) reports and (iv) supplies and copies thereof, which are in Producer's possession or under his control, and Producer agrees that it will not retain any copies or excerpts of any such materials.
- (b) Producer shall not directly or indirectly induce or attempt to induce policyholders of Assurity or Legacy to lapse, forfeit, or cancel existing coverage issued through Assurity at any time while this Agreement is in force or after its termination. In addition, Producer shall not directly or indirectly solicit any policyholder of Assurity or Legacy. By "solicit" the parties mean any contact with policyholders initiated by Producer, including without limiting the generality of the foregoing definition, any notification to policyholders of Assurity or a change in representation by Producer.

14. REMEDIES OF LEGACY AND ASSURITY

- (a) Producer agrees that any violation of this Agreement may be enjoined by all legal means. Legacy's and Assurity's right to seek injunctive relief is and shall be cumulative and in addition to any other legal or equitable remedy available to Legacy and Assurity.
- (b) Producer agrees to pay all reasonable attorney's fees and costs incurred by Legacy or Assurity in any action or suit, including appeals, arising from any breach of this Agreement by Producer, including but not limited to actions for any funds owed Legacy due to unearned or charged-back commissions, actions for the return of property of Assurity or Legacy or, at the option of Legacy, for damages equal to the value of such property. Producer also agrees to pay all costs of collection of any funds owed Legacy, including reasonable attorney's fees, regardless of whether any suit or action is filed by Legacy.

15. PARTNERS AND CORPORATE OFFICERS

In the event Producer is a corporation, the undersigned officers and/or shareholders of Producer, or in the event Producer is a partnership, the undersigned partners of Producers, individually jointly and severally guarantee performance by Producer of each and every obligation under this Agreement and payment by Producer of all amounts payable under this Agreement.

16. MISCELLANEOUS PROVISIONS

- (a) Producer may not assign, transfer or hypothecate any of its rights or delegate any of its duties or obligations under this Agreement.
- (b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, among the parties with respect to the subject matter of this Agreement.
- (c) This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Nebraska applicable to contracts made and performed in Nebraska.
- (d) Legacy, Assurity and Producer agree that the exclusive jurisdiction and venue for any suit brought to enforce this Agreement shall be any court of record in Douglas County, Nebraska, unless Assurity is a party to such suit, in which event the exclusive venue and jurisdiction shall be any court of record in Lancaster County, Nebraska.
- (e) The headings of the various sections and subsections herein are inserted merely as a matter of convenience and for reference and shall not be construed as in any manner defining, limiting or describing the scope or intent of the particular sections to which they refer, or as affecting the meaning or construction of the language in the body of such sections.
- (f) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.
- (g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- (h) All of the recitals and schedules are incorporated with and made a part of this Agreement.
- (i) All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered in person or sent by facsimile or first class mail, postage prepaid, addressed to the last known address of the person to whom such notice is sent.

