

This Solicitor Agreement and any supplements or amendments hereto ("*Agreement*") is between the Agent signing below (*referred to as "you," "your," and/or "Agent"*) and Assurity Life Insurance Company (*referred to as "Assurity," "our," and "we"*). This Agreement incorporates Assurity's procedures and business standards, as amended from time to time. This Agreement shall become effective as of the last dated signature at the end of this Agreement.

1. APPOINTMENT

This Agreement appoints you as an independent insurance agent for Assurity in the state(s) in which you maintain proper insurance licensure. Subject to this Agreement, you are authorized to act on Assurity's behalf solely for the purpose of soliciting applications for Assurity insurance products approved for marketing in your state(s) of licensure.

2. INDEPENDENT CONTRACTOR STATUS

You are an independent contractor and agree that nothing in this Agreement (*or any other document*) creates an employee-employer relationship between you and Assurity.

Subject to this Agreement and the laws governing your licensure, you are free to exercise discretion and independent judgment when conducting activities authorized by this Agreement. You agree that you are solely responsible for your activities and acknowledge that you alone control the time, place and manner of insurance solicitation and sale.

Any movement between agencies/hierarchies is subject to Assurity's then-existing transfer rules.

3. YOUR AUTHORITY AND DUTIES

When exercising the authority granted herein, you agree that you shall:

- a. Comply with this Agreement and all laws and regulations governing your license and the sale of insurance products;
- b. Immediately submit all applications and premium(s) collected to Assurity;
- c. Segregate any monies you receive for Assurity and hold them in trust for delivery to Assurity (*i.e. you shall not use the funds for any other purpose*);
- d. Service and help keep in force the Assurity policies you sell;
- e. Adhere to all applicable laws and rules concerning ethical market conduct and replacement, which require you to:
 - i. Maintain your license(s) in good standing and keep your appointments current in all states in which you sell or service insurance products;
 - ii. Carefully evaluate the insurance needs and financial objectives of your clients, and through use of appropriate sales tools and documentation (*e.g., sales brochures and policy proposals and/or illustrations*), ensure that the products you propose meet client needs;
 - iii. Recommend replacement only when it is in the best interest of the client after full disclosure of relevant information (*e.g. financial impact on the client, impact of a potential new contestability period/suicide clause, and impact if client will have to resubmit to underwriting for purchase of replacement policy*);
 - iv. Never recommend that a client cancel an existing policy until replacement coverage is accepted and in force;
 - v. Stay informed on changes in insurance laws and regulations by reviewing the bulletins and newsletters distributed by state insurance departments and Assurity;
 - vi. Refrain from providing false or misleading information about a competitor or competing product or from otherwise making disparaging remarks about a competitor;
 - vii. Follow Assurity's advertising and social media guidelines, including obtaining Assurity's prior approval of all advertising materials, websites, and social media references you utilize when distributing Assurity products;
 - viii. Immediately report customer complaints to Assurity, and cooperate fully and promptly with Assurity to respond;
- f. Notify Assurity promptly if you are charged with or enter a plea to a felony crime or any crime involving dishonesty;
- g. Notify Assurity promptly if any governmental body (*including a state insurance department, FINRA or the SEC*) takes disciplinary action against you. Disciplinary action shall include but is not limited to censure, suspension, probation, reprimand, or license termination, as well as entry of any consent order and/or payment of a fine, even if the consent order or settlement does not include an admission of guilt.

4. LIMITATIONS ON YOUR AUTHORITY

This Agreement only gives you limited authority to distribute Assurity products. You do not have authority to and shall not:

- a. Misrepresent Assurity policy terms, conditions, coverages, or exclusions;
- b. Promise issuance of coverage, reinstatement of coverage, or any particular result or decision on a claim;
- c. Waive or change Assurity policy terms, rates, rules, or customary requirements, or represent to anyone that you are able to do so;
- d. Deliver policies except in accordance with Assurity's instructions;
- e. Deliver any policy when you know of any fact(s) not disclosed on the application (*or which arise after application but before delivery*) that could affect Assurity's coverage or premium rate decisions, including undisclosed facts about the applicant's health condition(s);
- f. Collect any premium other than the initial premium unless Assurity authorizes you to do so;
- g. Extend credit to applicants or insureds, pay premiums for applicants or insureds (*directly or indirectly*), or grant extra time to pay premiums;
- h. Accept or incur risks, liabilities, debts, or contractual obligations in Assurity's name or on Assurity's behalf;
- i. Interfere with any person's business or contractual relationship with Assurity;
- j. Start legal actions in Assurity's name;
- k. Endorse checks or any other negotiable instrument payable to or intended for Assurity.

5. COMPENSATION

You will not receive any direct compensation from Assurity for your solicitation of policies under this Agreement. Your compensation, if any, shall be due directly from the supervising agency or agent(s) to whom you assigned your compensation. Assurity is not a party to any agreement between you and any such supervising agency or agent(s) and we shall not be responsible to you for any compensation whatsoever, nor will we intervene or assist in any way if a payment dispute arises between you and the supervising agency or agent(s) to whom you assigned your compensation.

6. GENERAL PROVISIONS

- a. **Assurity Right to Decline/Withdraw.** Assurity reserves, without limitation, the right to decline any application for insurance submitted by you, to discontinue any form of insurance product we offer, and to withdraw offering insurance in any or all jurisdictions where Assurity presently does business.
- b. **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.
- c. **Indemnity.** 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 authorize in writing.
- d. **Advertising.** Assurity must seek regulatory approval of forms and advertising materials, and we have approved materials for your use. You shall comply with Our advertising rules, and you shall not use or permit use of Assurity's name on any advertising, website or social media platform that we have not previously approved, in writing.
- e. **Expenses.** You agree to be solely responsible for all your expenses incurred in performing this Agreement.
- f. **Waiver.** Failure of Assurity to strictly enforce any provision of this Agreement will not be interpreted as a waiver of such provision.
- g. **Modification.** Any change to this Agreement shall be in writing signed by an authorized officer of Assurity.
- h. **Assurity Property.** You agree to return all Assurity property and Confidential Information upon demand or termination of this Agreement, and to remove references to Assurity from any advertising you maintain, such as websites. Our property includes, without limitation, all rate books, manuals, supplies, applications, video materials, computer software, insured files, and advertising and sales materials supplied by Assurity. All other records relating to this Agreement shall be made available to Assurity upon request.
- i. **Assignment/Sale.** You shall not assign or sell your rights under this Agreement without Assurity's express written consent. Any assignments approved by Assurity shall be subject to indebtedness owed by You to Assurity and/or its affiliates.
- j. **Governing Law.** Without regard to choice of law rules, this Agreement shall be governed by and interpreted according to Nebraska law. The exclusive jurisdiction for resolving disputes involving this Agreement or the relationship of the parties hereto shall be a court of competent jurisdiction in Lancaster County, Nebraska. You agree to waive any defense for lack of jurisdiction or forum non conveniens.
- k. **Entire Agreement.** This Agreement including any attachments, schedules and addendums, supersedes any and all previous Agreements between you and Assurity, and is the entire Agreement between you and Assurity with respect to this subject matter. If any provision of the Agreement is now or shall in the future be in conflict with any applicable law or any valid Department of Insurance ruling or order, it shall be modified to the extent necessary for compliance.
- l. **Production Reports.** You authorize us to provide production and other reports to the supervising agency or agent(s) to whom you report.

7. ANTI-MONEY LAUNDERING

You agree to comply with all applicable anti-money laundering laws, regulations, rules and government guidance, including the reporting, training, record-keeping and compliance requirements of the Bank Secrecy Act ("BSA"), as amended by the USA PATRIOT Act (*the "Patriot Act"*). These Acts include requirements to identify and report currency transactions and suspicious activity, to implement a customer identification program to verify the identity of customers and to implement an anti-money laundering compliance program.

8. PRIVACY AND SECURITY

You agree to protect any Confidential Information of Assurity's customers that is accessible by you. Confidential Information includes, but is not limited to any nonpublic personal information about Assurity's customers or potential customers, regardless of whether it is personally identifiable or anonymous information. 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 Assurity'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. Your use or disclosure of Confidential Information shall comply at all times with federal and state privacy laws, rules and regulations. You agree to establish and maintain appropriate procedures and systems to protect Confidential Information, including reasonable administrative, physical and technical safeguards, and to immediately notify Assurity of any incident involving actual or suspected unauthorized access, use or disclosure of Confidential Information. You shall provide Assurity a detailed written description of the incident, the type of information subject to the incident, and the identity of any affected business or person. You shall take immediate action, at your expense, to contain and investigate the incident, to identify, prevent, and mitigate the effects of the incident, and to carry out any recovery or other action necessary to remedy the incident and to comply with all applicable law. Notification should be sent by electronic mail to assuritylegal@assurity.com. Any violation of this section shall be a material breach of this Agreement and shall entitle Assurity to immediately terminate this Agreement without notice. You agree that Assurity will suffer irreparable damage upon your breach under this Section and such damages may be difficult to ascertain, and you agree that Assurity may file and you will not contest, an action for an injunction to enforce such provisions in addition to any other remedies available at law. This Section 8 shall survive termination of this Agreement. You shall comply at all times with federal and state security laws, rules and regulations.

9. TERMINATION

Either party may terminate this Agreement at any time by giving written notice. Notice may be mailed or delivered to the other party's last known address. If the state that you reside or are licensed in 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 participate in any illegal or fraudulent activity; you commit any act that injures our business or reputation; you fail to account for or promptly remit client monies collected by you; you withhold any policies, money or other property belonging or returnable to Assurity; or you default on performance of any other covenant, representation or obligation to Assurity under this Agreement. Upon termination, Assurity may assign a servicing agency of its choosing in connection with any business written or serviced by You.

10. OTHER

The parties desire to facilitate certain transactions pursuant to this Agreement by exchanging documents, records and signatures electronically or by utilizing electronic services, which shall be in accordance with procedures established by Assurity and governed by the applicable provisions of the Uniform Electronic Transactions Act as adopted in the State of Nebraska.

IN WITNESS WHEREOF, Assurity and the Agent mutually agree this Agreement is effective as of the approval date designated below by Assurity.

ASSURITY LIFE INSURANCE COMPANY

AGENT

By: _____
Signature of Company Officer

By: _____
Signature of Agent

Printed Name and Title

Printed Name

Approval Date (MM/DD/YYYY)

Acceptance Date(MM/DD/YYYY)