



SECURIAN (Life & Annuity) Contracting Checklist

Agent/ Agency: _____

Direct Upline: _____ Agent #: _____

Documents To Be Completed & Returned:

- Training Requirements Acknowledgement
- Broker Data Sheet [F80586]
- Broker Authorization and Signature
- Payee Authorization for Automatic Deposits and Withdrawals [F91658]
- Irrevocable Assignment of Broker Commissions on Fixed Products [F84020]
- Release Authorization and Fair Credit Reporting Act Disclosure [F89425]
- Broker Sales Contract (Fixed Products) [F72418] *(For Life Appointment)*
- Fixed Annuity Product Broker Agreement *(For Annuity Appointment)*
- Release of Broker *(If Applicable)*
- VectorOne Debit-Check Agent/ Agency Authorization Form
- Individual State License(s)
- Annuity CE Certificate *(Required for Annuity appointments)*
- Corporate State License(s) *(If Applicable)*
- Proof of E&O

I AM INTERESTED IN BEING CONTRACTED FOR...

- LIFE & ANNUITY LIFE ONLY ANNUITY ONLY

SEND TO:

Mail: Attention: Licensing
 American Brokerage Services
 803 East Willow Grove Avenue
 Wyndmoor, PA 19038
Email: lifesubmission@absgo.com



Contracting Cover Sheet

Date: _____

Carrier: _____

Agent's Name: _____

Agency's Name (if applicable): _____

New Business Being Submitted with Contracting?

(Yes) (No)

Client Name: _____

Client DOB: _____

Date/State Signed: _____

Product Name:

Are you affiliated with a Broker Dealer or RIA?

(Yes) (No)

*If yes, complete the fields listed below.

CRD #: _____

Broker Dealer:

RIA: _____

SEND TO:

Email:

lifesubmission@absgo.com

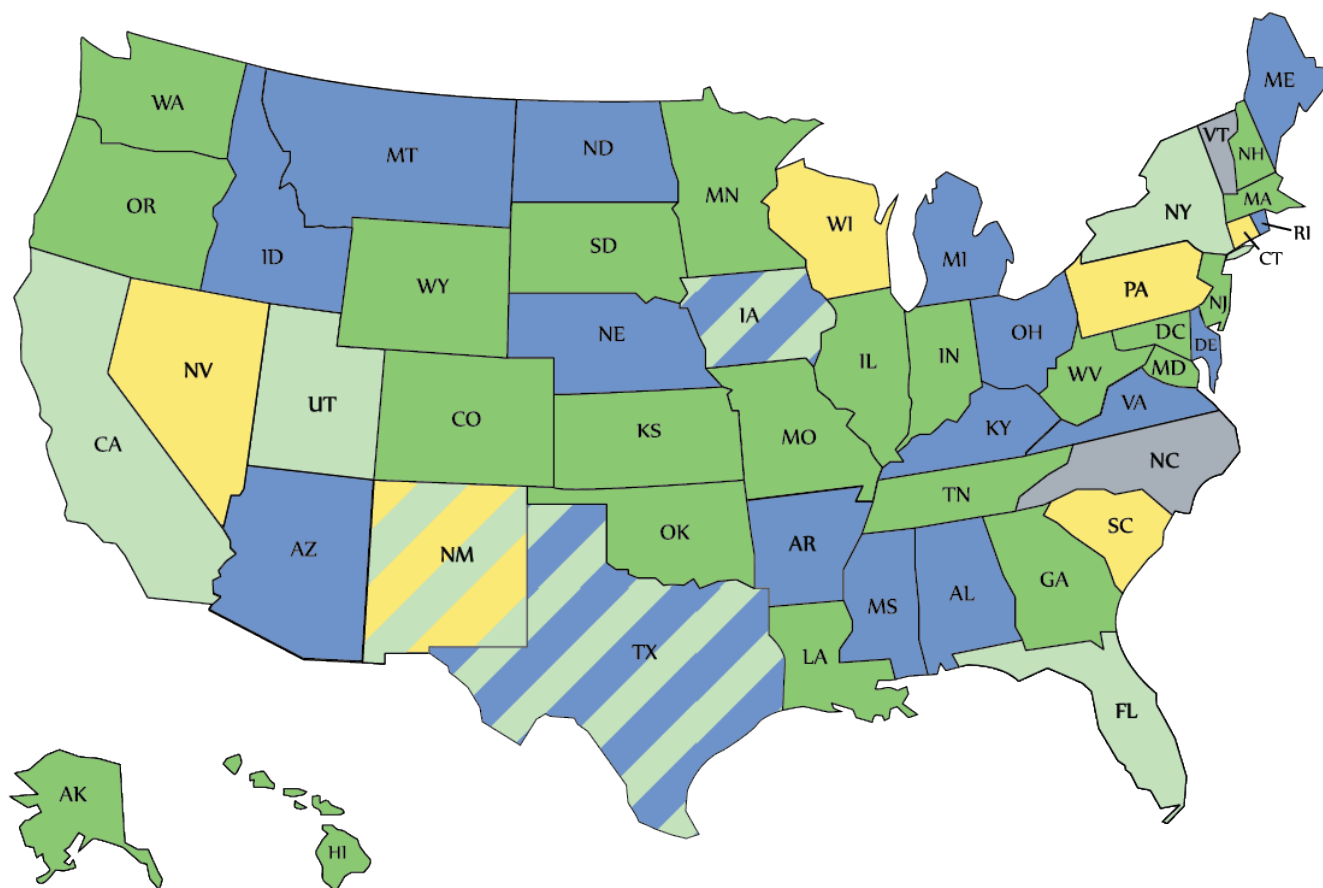
Mail:

American Brokerage Services, 803 East Willow Grove Avenue, Wyndmoor, PA 19038

NAIC ANNUITY SUITABILITY AND BEST INTEREST STANDARD STATE TRAINING REQUIREMENTS

The following states have adopted some version of the NAIC Suitability in Annuity Transactions Model Regulation, 4-Hour Annuity Training and/or the revised regulation, Best Interest Standard (BIS). For states that have implemented the Best Interest Standard, all licensed producers are required to take either a 1-hour supplementary training or a new 4-hour training that includes the Best Interest Standard.

Training must be taken through a state-approved vendor prior to soliciting business. Please provide a copy of your training certificate to ABS (lifesubmission@absgo.com). For further information, refer to the tables on the following page or contact your licensing representative.



■ Mandatory NAIC	■ Mandatory BIS
■ Mandatory Annuity Training – Requirement Varies	■ Pending BIS
■ No Requirements	

Mandatory Annuity Training - Requirement Varies:

Interpretation of the state ruling can vary by insurer

CALIFORNIA	Resident and non-resident agents soliciting annuities in CA must complete an initial 8-hour CA state specific course along with a 4-hour refresher course every two years prior to license renewal. CA does not allow reciprocity for the annuity training between states.
FLORIDA	Resident and non-resident agents are not required to take any version of the 4-Hour NAIC Annuity Training to sell annuities in FL. The 5-hour "Law and Ethics Update" course covers the senior suitability requirement. FL resident agents soliciting cross border sales will be required to take a one-time 4-hour annuity training course in states that have implemented the NAIC guidelines.
IOWA	In addition to the 4-Hour NAIC Annuity and Best Interest Standard training courses, agents selling indexed annuities in IA must take a one-time 4-hour course specific to indexed annuity products.
NEW MEXICO	BIS requirement pending legislation. No specific hourly requirements have been implemented for the 4-hour NAIC Annuity Suitability Training.
NEW YORK	Effective 8/1/19 for Annuities and 2/1/20 for Life, NY has amended Regulation 187 (Suitability and Best Interests) to include agent training. NY has not instituted an hourly CE requirement, however, resident and non-resident agents are required by the insurer to take an undefined hourly vendor training specific to "Suitability & Best Practices in Life Insurance & Annuity Transactions" prior to soliciting new business or servicing in-force policies originally issued in NY. Training taken for the state of NY is specific to the state of NY, reciprocity is not allowed.
TEXAS	Resident and non-resident agents must complete a one-time 4-hour annuity CE course. In addition, resident agents must take 8 hours of ongoing CE specifically relating to annuities each license period. Licensees that are exempt from CE are not exempt from the initial 4-hour annuity training or Best Interest Standard. Exemptions apply to the ongoing 8 hours of CE required each license period. TX will accept most annuity courses taken in other states.
UTAH	No specific hourly requirements have been implemented. Solicitation of annuity products in the state of UT will not be allowed until the agent has taken a product specific training provided by the insurer.

Mandatory - Best Interest Standard:

EXISTING PRODUCERS have the option to complete either a new 4-hour training that includes BIS or a 1-hour supplementary training specific to BIS. Most states allow EXISTING PRODUCERS a 6-month grace period for completion - *grace period allowance can vary by insurer*. The 1-hour course will no longer be available after the EXISTING PRODUCER release date. NEW PRODUCERS must complete a full 4-hour training that includes BIS.

STATE	NEW PRODUCERS	EXISTING PRODUCERS
ALABAMA	1/1/2022	6/30/2022
ARIZONA	1/1/2021	6/30/2021
ARKANSAS	1/1/2022	1/1/2022
DELAWARE	8/1/2021	2/1/2022
IDAHO	7/1/2021	2/1/2022
IOWA	1/1/2021	7/1/2021
KENTUCKY	1/1/2022	6/30/2022
MAINE	1/1/2022	7/1/2022
MICHIGAN	6/29/2021	12/29/2021
MISSISSIPPI	1/1/2022	6/30/2022
MONTANA	10/1/2021	4/1/2022
NEBRASKA	7/1/2021	12/31/2021
NORTH DAKOTA	1/1/2022	6/30/2022
OHIO	2/14/2021	8/14/2021
RHODE ISLAND	4/1/2021	10/1/2021
TEXAS	1/1/2022	1/1/2022
VIRGINIA	9/1/2021	3/1/2022

Pending – Best Interest Standard:

STATE	NEW PRODUCERS	EXISTING PRODUCERS
CONNECTICUT	3/1/2022	9/1/2022
NEW MEXICO	TBD – Pending Legislation	TBD – Pending Legislation
NEVADA	TBD – Pending Legislation	TBD – Pending Legislation
PENNSYLVANIA	TBD – Pending Legislation	TBD – Pending Legislation
SOUTH CAROLINA	TBD – Pending Legislation	TBD – Pending Legislation
WISCONSIN	TBD – Pending Legislation	TBD – Pending Legislation



805 E. Willow Grove Avenue-Suite 2B
Wyndmoor, PA 19038
WWW.ABSGO.COM
Phone: 215.233.9410
Fax: 215.233.9416

States Requiring Income Tax Withholding for Non-Resident Commissions

- California – 7 percent applies to Individuals and Corporations
- Nebraska – 6 percent applies to Individuals and Entities where at least 80% of shareholders are performing the services
- Pennsylvania – 3.07 percent applies to individuals only

Three states currently require withholding of income taxes on non-resident commissions paid for sales in those states. This pertains to Life business.

Withheld state taxes for the current tax year will be reflected at year-end on the agent's IRS Form 1099.

The tax applies to producers who are not residents of those states but receive commissions for sales within the state. We recommend that you consult with your tax advisor if you have any questions. Non-resident agents are responsible for reporting all commissions for business in these states in accordance with respective state laws.

Please refer to the individual state revenue department websites for further advice.

California Franchise Tax Board
<https://www.ftb.ca.gov/>

Nebraska Department of Revenue
<https://revenue.nebraska.gov/>

Pennsylvania Department of Revenue
<https://www.revenue.pa.gov/>



Training Requirements Acknowledgement

ABS is dedicated in aiding our agents in the ability to provide their clients with the best possible service. In order to provide the best quality services in the simplest and timeliest manner, we request that our agents complete all necessary training listed below. Failure to complete these requirements may result in CARRIER rejection of business or require resubmission of newly dated client applications.

Agents are responsible for any/all necessary:

❖ **CARRIER specific training.**

❖ **STATE product training.**

Each state handles these requirements differently. If your state (or the state you are writing business in) requires product training, NO new business applications can be dated/submitted prior to completing the necessary training.

❖ **ANNUITY CE (Continuing Education) CREDIT requirements.**

❖ **AML (Anti-Money Laundering) TRAINING requirements.**

If you are unsure of any necessary training/requirements, call your ABS Sales Representative immediately.

I, _____, verify that I understand the above requirements. I also verify that I am aware that incompleteness of any of the above may result in interruption/rejection (by the CARRIER) in any business I may submit. I acknowledge that I may also be required to personally provide proof of above said training/requirements, should the CARRIER request.

Signature

Date



Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) _____ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) _____ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) _____ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) _____ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) _____ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Agent/Agency Printed Name: _____

Signature: _____

Date: _____

FOR COMPANY USE ONLY

AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: _____

Signature: _____

Name and Title: _____

Request to Appoint



Securian Life Insurance Company Minnesota Life Insurance Company

Central Licensing • 400 Robert Street North, St. Paul, MN 55101-2098
Fax 651-665-7256

Type of request <input type="checkbox"/> New appointment* <input type="checkbox"/> Transfer		Type of contract <input type="checkbox"/> BGA/IMO <input type="checkbox"/> Individual financial professional	
Appointee first name/entity name	Middle initial	Last name	

Appointee residential street address, city, state, zip code _____

Name of appointee's broker-dealer

Ameriprise Financial Services LLC
 UBS Financial Services Inc
 RBC Capital Markets
 Osaic Institutions
 Stifel, Nicolaus & Company Inc
 Stifel Independent Advisors LLC
 Oppenheimer & Co
 Wells Fargo
 Janney Montgomery Scott LLC
 Citizens Securities Inc.
 Comerica Securities
 Robert W Baird & Co Inc
 Other _____

New Business (for just in time appointment):

New Business is being submitted at the same time as this paperwork
 State of sale: _____ Owner's resident state: _____

Compensation

Licensed Only Agent (LOA) is applicable if the compensation is assigned to the BGA who is appointing this agent; an Irrevocable Assignment of Commissions form (F84020) is required. If assigning to any other entity, rates are required.

OR

Minnesota Life

IUL 1st year: _____ %
 2nd year renewal: _____ %

Early Values Agreement Rider
 1st year: _____ %
 1st year spread: _____ %
 2nd year renewal: _____ %

SECURECARE 1st year: _____ %

Compass* 1st year: _____ %
 Renewal (asset based) _____ %

ATLAS BOLI* 1st year: _____ %
 Renewal (asset based) _____ %

Securian Life (NY)

IUL 1st year: _____ %
 2nd year renewal: _____ %

Early Values Agreement Rider
 1st year: _____ %
 1st year spread: _____ %
 2nd year renewal: _____ %

ATLAS BOLI* 1st year: _____ %
 Renewal (asset based) _____ %

***All life product rates will be based on IUL rates, unless otherwise indicated**

I hereby request that Securian Financial proceed with this appointment request.

*Full contracting is required on all new appointments. Forms are available at <https://www.securian.com/products-services/financial-professionals/life-insurance/licensing.html> or SureLC.com. Additional forms are required for BGA/IMO appointments.

Signature of contracted authorized signer (required) X	Date (required)
Print name (required)	Code

Please list any additional email addressees this appointment approval should be sent to _____

Securian Financial is the marketing name for Securian Life Insurance Company and Minnesota Life Insurance Company. Insurance products are issued by Minnesota Life Insurance Company or Securian Life Insurance Company, a New York authorized insurer. Minnesota Life is not an authorized New York insurer and does not do insurance business in New York. Both companies are headquartered in St. Paul, MN. Product availability and features may vary by state. Each insurer is solely responsible for the financial obligations under the policies or contracts it issues.

Broker Data Sheet



Securian Life Insurance Company Minnesota Life Insurance Company

Central Licensing • 400 Robert Street North, St. Paul, MN 55101-2098
Fax 651-665-7256

Product Information - please indicate the line(s) of business you are requesting appointment for:

Life Annuity

Note: Entity (firm or broker-dealer) must have applicable selling agreement with Minnesota Life or Securian Life.

Broker Information (full legal name as it appears on your insurance license)

First name	Middle name	Last name	Suffix		
Date of birth (mm/dd/yyyy)	Social Security number	Email address (for confidential information)			
Apt/suite/P.O. box		Apt/suite/P.O. box			
Residential street address		Business street address			
City	State	Zip code	City	State	Zip code
Preferred telephone number			Fax number		

Long Term Care

Will you be selling our long term care products?

Yes No

If yes, please list state(s) where you will sell and remember to include copies of your initial or refresher training LTC certificates: _____

ATTENTION BROKERS LOCATED IN NEW YORK

In order to conduct Minnesota Life business outside of the state of New York, you must also have a business address outside of New York. If you plan on doing business in any other state and have not already provided your non-New York business address, please provide it in the space below.

Business street address	City	State	Zip code	Telephone number
-------------------------	------	-------	----------	------------------

Errors and Omissions Insurance Information

Carrier name	Policy number	Minimum coverage amount (\$1,000,000 required)
Effective date (mm/dd/yyyy)	Expiration date (mm/dd/yyyy)	Company contact

By checking this box, applicant certifies that the E&O information provided above is true and accurate

Broker-Dealer Information

Are you currently associated with a broker-dealer? <input type="checkbox"/> Yes <input type="checkbox"/> No	Individual CRD number
If yes, provide broker-dealer full name	

If yes, does your broker-dealer supervise INDEXED LIFE product sales?

Yes No This question **MUST** be answered before your appointment will be processed.

Securian Financial is the marketing name for Securian Life Insurance Company and Minnesota Life Insurance Company. Insurance products are issued by Minnesota Life Insurance Company or Securian Life Insurance Company, a New York authorized insurer. Minnesota Life is not an authorized New York insurer and does not do insurance business in New York. Both companies are headquartered in St. Paul, MN. Product availability and features may vary by state. Each insurer is solely responsible for the financial obligations under the policies or contracts it issues.

Important Note: Failure to accurately respond to the declarations below will be taken into consideration when assessing your application and may lead to the declination of your appointment request. Please be sure to carefully review your responses before submitting this form.

Broker Declaration

If you answer "Yes" to any questions, give full details, including all relevant information under explanation. Use additional paper if necessary and attach any supporting documents.

	Yes	No
1. Have you, or an organization over which you exercised management or policy control:		
a. filed a bankruptcy petition or been the subject of an involuntary bankruptcy provision in the last 10 years?	<input type="checkbox"/>	<input type="checkbox"/>
b. ever been charged with, indicted for, convicted of or pled guilty or nolo contendere to any felony or misdemeanor other than a minor traffic offense?	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you have any unsatisfied judgments, garnishments, collections or liens against you?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has a bonding or surety company denied, ever paid out on, or revoked a bond for you?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you individually, or has a company you exercised control over, ever had an insurance license or appointment, or a securities registration, or an application for such, denied, suspended, cancelled or revoked?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has any state or federal regulatory agency, legal body or self-regulating authority:		
a. ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="checkbox"/>	<input type="checkbox"/>
b. ever filed a complaint against you?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you ever been or are you currently party to an insurance or investment related consumer initiated complaint or proceeding?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you ever been or are you currently involved with, or party to:		
a. any litigation?	<input type="checkbox"/>	<input type="checkbox"/>
b. the subject of any investigation?	<input type="checkbox"/>	<input type="checkbox"/>
8. Have you ever been discharged or permitted to resign?	<input type="checkbox"/>	<input type="checkbox"/>
If YES, please state the reason: _____		

Explanation: _____

California Consumer Privacy Act Collection of Personal Information Notice

Securian may collect and disclose the following types of personal information:

- Identifiers such as name, address, IP address, and Social Security number
- Information that identifies, relates to, describes, or is capable of being associated with or describes a particular individual such signatures, physical characteristics, and financial information
- Characteristics of protected classifications under California or federal law such as sex, age, or military or veteran status
- Commercial information such as records of services purchased
- Biometric information
- Internet or other electronic network activity information
- Geolocation data
- Audio, electronic, visual, thermal, olfactory, or similar information
- Professional or employment related information
- Education information
- Inferences drawn from personal information used to create a profile

Securian collects personal information for business uses including:

- Providing, administering, and marketing financial services
- Reviewing and improving our business practices and results
- Determining how to serve our customers and partners better
- Staying in contact with individuals
- Evaluating and reaching out to prospective employees and business partners
- Analyzing activities and use features on our websites
- Detecting and preventing fraud and misuse
- Ensuring Securian meets its legal obligations
- Providing access to Securian facilities and systems

You can find more information about our privacy policies at <https://www.securian.com/privacy-notices.html>.

Debit-Check Agent/Agency Authorization

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC ("Debit-Check"). This Debit-Check Agent/Agency Authorization form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. Minnesota Life/Securian Life and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

Agent/Agency's Statement - read carefully

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

Release Authorization and Fair Credit Reporting Act Disclosure (for contract and appointment purposes)

The applicant for appointment acknowledges that this company may now, or at any time while contracted, verify information within the application, resume or contract for employment. In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the adverse decision, we will provide to you a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.

Please be advised that we may also obtain an investigative consumer report including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your present and previous employers or references supplied by you. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the information requested.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., is available at the Federal Trade Commission's web site (<http://www.ftc.gov>).

I understand that I am obligated to immediately report any event that changes any of the information, in any manner, which I have provided on this application. I hereby certify that all of the information herein is accurate and complete. Finally, I acknowledge and agree that my appointment will, in part, be based on this Broker Data Sheet and background information, and any falsification, misrepresentation or omission of information from this form may result in the withholding or withdrawal of any offer of appointment or the revocation of appointment by the Company whenever discovered.

By signing below, I hereby authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to the company or any of its affiliates or carriers. I acknowledge and agree that this Release and Authorization shall remain valid and in effect during the term of my contract.

Applicant Authorization/Signature

Print name of broker	Signature of broker X	Date (mm/dd/yyyy)
----------------------	---------------------------------	-------------------

For Maine and New York Applicants Only

Upon request, you will be informed whether or not a consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report.

Maine residents will be provided a copy of your rights under the Maine Fair Credit Reporting Act.

For Washington Applicants Only

The consumer reporting agency which furnished the report is Business Information Group, P.O. Box 541, Southampton, PA, 18966; for consumer compliance officer contact 800-260-1680.

For California, Minnesota, and Oklahoma Applicants Only

A consumer credit report will be obtained through Business Information Group, P.O. Box 541, Southampton, PA, 18966.

If a consumer credit report is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy. Yes _____ No _____
(initials) (initials)

If an investigative consumer report and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy. Yes _____ No _____
(initials) (initials)

***California applicants:** If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-567-8688.

- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or in some cases a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

Type of Business	Contact
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates. b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552 b. Federal Trade Commission: Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks. b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations. d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052 b. Federal Reserve Consumer Help center P.O. Box 1200 Minneapolis, MN 55480 c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314

Type of Business	Contact
3. Air carriers	Assistant General Counsel for Office of Aviation Consumer Protection Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street SW Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Division Regional Office
6. Small Business Investment Companies	Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street SW, Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street NE Washington, DC 20549
8. Institutions that are members of the Farm Credit System	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357

Business Information Group, Inc.
A Vertical Screen® Company
Attn: Consumer Disclosure P.O. Box 541, Southampton, PA 18966
Toll-free phone - 800-260-1680

Payee Authorization for Automatic Deposits and Withdrawals



Securian Life Insurance Company • Minnesota Life Insurance Company
Enterprise Compensation • 20-5555 • 400 Robert Street North, St. Paul, MN 55101-2098
1-866-855-8521 • Fax 651-665-5028 • SecurianCompensation@securian.com

Payee Name

Payee name (broker-dealer, agency, broker, or assignee)

Payee address (city, state, zip code)

Email address

Tax Identification number (TIN or SSN)

Telephone number

Business line(s) that are currently paying you compensation and codes affiliated with that business unit (if code has already been assigned).

(check all that apply)

- | | |
|--|---------------|
| <input type="checkbox"/> Life | Code(s) _____ |
| <input type="checkbox"/> Annuity | Code(s) _____ |
| <input type="checkbox"/> Retirement Plans | Code(s) _____ |
| <input type="checkbox"/> Group | Code(s) _____ |
| <input type="checkbox"/> Financial Institution Group | Code(s) _____ |

Is the Payee name different than the name on the bank account? (A completed W-9 is required if the payee is an entity)

- No
- Yes
- Sole proprietorship (no additional form needed)
 - Corporation (Assignment of Commission form (F84020) needed; please contact Enterprise Compensation)

Bank Account Information

- New Change

Name as it appears on your bank records

Account number

Name of financial institution

Telephone number

Bank routing number

Financial institution street address, city, state, zip code

Authorization and Certification

I authorize Securian Life Insurance Company or Minnesota Life Insurance Company (collectively "the Company"), to initiate deposits (credit entries) and, if necessary, to initiate debit entries and adjustments for any (i) deposits (credit entries) made in error to my account(s) indicated above or (ii) amounts I owe to the Company pursuant to my selling or contract agreement with the Company. I authorize the financial institution named above to credit and/or debit such entries and/or make adjustments to my account. This authorization is to remain in full force and effect until the Company has received written notification from me of its termination in such time and manner as to afford the Company and financial institution a reasonable opportunity to act on it, or until such time as the Company terminates this method of payment. I certify that there are no other beneficial interests in my checking account.

Name of payee (please print)

Email address

Signature of payee (if assigned, must be officer of assignee)

Title of officer

Date (month/day/year)

X

Securian Financial is the marketing name for Securian Life Insurance Company and Minnesota Life Insurance Company. Insurance products are issued by Minnesota Life Insurance Company or Securian Life Insurance Company, a New York authorized insurer. Minnesota Life is not an authorized New York insurer and does not do insurance business in New York. Both companies are headquartered in Saint Paul, MN. Product availability and features may vary by state. Each insurer is solely responsible for the financial obligations under the policies or contracts it issues.

Irrevocable Assignment of Broker Commissions on Fixed Products



Securian Life Insurance Company • Minnesota Life Insurance Company
400 Robert Street North, St. Paul, MN 55101-2098

This Irrevocable Assignment of Broker Commissions on Fixed Products ("Assignment") may only be effective on a future date approved by the Company ("Effective Date"). The Assignment shall continue in force until Minnesota Life Insurance Company or Securian Life Insurance Company (collectively "the Company"): (1) receives written notice of its termination from Assignor; or (2) terminates Assignor's Fixed Product Broker Agreement with the Company (the "Termination Date").

For fixed contracts or policies that are issued after the Effective Date, but prior to the Termination Date, the individual broker named in the signature section below, for value received, hereby irrevocably assigns to:

Name of assignee	TIN (tax identification number)
Mailing address (city, state, zip code)	
Name of principal of assignee	SSN (of principal)
Email address of principal of assignee	

any and all commissions now due Assignor or hereafter to become due under the terms and provisions of Assignor's Fixed Product Broker Agreement with the Company, all supplements and amendments, if any (hereinafter the "Contract").

Payment of said commission to the Assignee shall discharge the Company from all liability to the Assignor for the payment of such commissions to the same extent as if payment had been made directly to the Assignor. Assignor represents and warrants that Assignee holds all applicable licenses necessary to receive such compensation. Assignor agrees to indemnify and hold the Company harmless from any and all liability the Company may incur because of this Assignment.

Assignor understands that the Company shall not be held to waive its rights to offset, at any time, against any amounts due under the Contract, the amount of any debts owed by Assignor to the Company, irrespective of when such debts are incurred; nor shall the Company be held to waive any claims which it may otherwise have under the Contract or at law.

Termination of this irrevocable Assignment shall only apply prospectively; this means that upon termination of this irrevocable Assignment, commissions shall continue to be paid to the Assignee for fixed contracts or policies issued after the Effective Date and prior to the Termination Date, but for fixed contracts or policies issued after the Termination Date, this Assignment shall not apply.

Broker's name (printed)
Broker's signature X
Broker's code with company
Date of request

Securian Financial is the marketing name for Securian Life Insurance Company and Minnesota Life Insurance Company. Insurance products are issued by Minnesota Life Insurance Company or Securian Life Insurance Company, a New York authorized insurer. Minnesota Life is not an authorized New York insurer and does not do insurance business in New York. Both companies are headquartered in Saint Paul, MN. Product availability and features may vary by state. Each insurer is solely responsible for the financial obligations under the policies or contracts it issues.



IAN000087

Release Authorization and Fair Credit Reporting Act Disclosure



Securian Financial Group, Inc.
400 Robert Street North, St. Paul, MN 55101-2098

Route to:
13-1787

Instructions: This form is only required to be submitted once. If you have previously submitted, please disregard.

Any producer residing or conducting business with clients who live in the following states must complete a background review before being appointed with Minnesota Life.

OK, SC and WV.

Please read carefully; complete, sign, and submit the authorization form for processing.

The applicant for appointment acknowledges that Securian Financial Group may now, or at any time while appointed, verify information within the application, resume or contract. In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the adverse decision, we will provide to you a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

Please be advised that we may also obtain an investigative consumer report including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your present and previous employers or references supplied by you. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the investigation requested.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, is available at the Federal Trade Commission's web site (<http://www.ftc.gov>). For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

By signing below, I hereby authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to the company or any of its affiliates or carriers. I acknowledge and agree that this Release and Authorization shall remain valid and in effect during the term of my contract.

Agent/Advisor Information

Name	Last 4 digits of SSN	Signature	Date
		X	

Minnesota Life Insurance Company – Securian Life Insurance Company
Securian Financial Group Companies
Corporate Compliance * 400 Robert Street North * St Paul, Minnesota 55101-2098

BROKER AUTHORIZATION AND SIGNATURE

I acknowledge and agree that this Broker Data Sheet does not constitute a contract of any kind. I hereby authorize the Securian Financial Group company (hereinafter referred to as "the Company") that I have requested appointment with, and its authorized agents to investigate my background, references, character, past employment, education, criminal or police reports, including those mandated by both public and private organizations and all public records for the purpose of confirming the information contained on this application and/or obtaining other information which may be material to my qualifications for my appointment.

The Company is a Vector One subscriber. Accordingly, as part of the appointment process, the Company may query Vector One's secured web portal to determine if another Vector One subscriber has posted that you have a commission-related debit balance. If another Vector One subscriber has claimed you have a commission-related debit balance, the Company will take into account the information along with all other background data gathered before determining whether appointment will be approved.

I hereby consent to the Company obtaining such information from time to time, as the Company in its sole discretion, deems necessary. I further consent to the disclosure of the Broker Data Sheet and background information to government or regulatory agencies.

I hereby release the Company, its authorized agents and any person or entity which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits relating to the information obtained from any and all of the above referenced sources, or from the furnishing of the same.

I understand that I am obligated to immediately report any event that changes any of the information, in any manner, which I have provided on this application.

I hereby certify that all of the information herein is accurate and complete. Finally, I acknowledge and agree that my appointment will, in part, be based on this Broker Data Sheet and background information, and any falsification, misrepresentation or omission of information from this form may result in the withholding or withdrawal of any offer of appointment or the revocation of appointment by the Company whenever discovered.

Broker signature	Date
------------------	------

Release of Broker

Broker Name: _____

Broker code: _____

I hereby release the above broker from my hierarchy effective: _____
(Date)

- Broker has current pending business
 - Over-ride compensation to be paid to current hierarchy
 - Over-ride compensation to also be released to NEW hierarchy
- Broker has No current pending business

Signature of broker's BGA (principal)

Date

Signature of Broker

Date

*Fax completed form to IDG Compensation: 651-665-4194
Or email to: IDGComp@minnesotalife.com*

Broker Sales Contract (Fixed Products)



Minnesota Life Insurance Company - a Securian Financial company
400 Robert Street North, St. Paul, MN 55101-2098

Section 1. AUTHORITY

Minnesota Life Insurance Company (We, Us, Our) hereby contracts with and agrees to appoint the individual or entity named on the signature page (You, Your) as a Broker. This Broker Sales Contract ("Contract") is effective on the date We determine, as indicated herein.

1.1 You agree:

- (a) To solicit and procure applications for Our fixed products as listed on any commission schedule in effect and made a part of this Contract, but, in any state that requires appointment, You may not solicit an application for Our products before You are appointed by us in that state;
- (b) To remit all applications and any initial premiums promptly to the agency that executed a "Request to Appoint" form on your behalf ("Agency") or as otherwise instructed by Us;
- (c) To deliver all issued products promptly to the contract owner in accordance with any delivery instructions;
- (d) To provide service to product owners of Our products;
- (e) To obtain and keep in good standing all appropriate licenses necessary to solicit applications as authorized under this Contract.
- (f) To promote Us or Our products by using only marketing materials that are approved by Us. For purposes of this provision, "marketing materials" means all written, and pictorial materials designed to reach the public (including but not limited to brochures, newsletters, letters, presentations, proposals, web pages, phone scripts, illustrations, business cards, letterhead, mailing or e-mailings) which contain Our signature package (logo), reference Us or Our products, or mention Our name.
- (g) To comply with all other applicable state and federal laws and the rules and regulations of governmental or regulatory agencies affecting or governing the sale of Our products and with all applicable rules, policies and administrative procedures of Ours.

1.2 You acknowledge that You have been provided with access to a copy of Our Policies and Procedures Guide which we may amend from time to time and which can be found at <https://www.securian.com/products-services/financial-professionals/sell-our-products/producers-policies-procedures.html>. You agree to abide by our Policies and Procedures.

1.3 We agree to compensate You as provided in this Contract.

1.4 Under no circumstances shall We have any responsibility as a "fiduciary" under the Employee Retirement Income Security Act ("ERISA"), except solely to the extent We are deemed to have acted in a fiduciary capacity under ERISA or any applicable regulations, such that (i) the specific responsibility at issue is imposed directly and exclusively on Us or (ii) relief from such responsibility would be prohibited under ERISA Section 410.

1.5 To the extent We maintain a suitability supervision system, it is for the purposes of complying with the laws, rules and regulations adopted by states and their state insurance regulatory authorities relating to the suitability of recommendations of annuity and insurance transactions and not for any other purpose.

1.6 You agree that none of the marketing materials We provide to You are intended or designed to satisfy any disclosure provisions that may apply to Your obligations under federal or state laws and regulations.

Section 2. COMPENSATION

2.1 COMMISSIONS

(a) Your compensation consists of commissions on products You sell. We will pay commissions as We receive premiums in cash, subject to Our established practices in effect at the time. We may pay commissions directly to You or to the broker-dealer with whom you are registered ("Your Broker-Dealer") if so required by Your Broker-Dealer. It is Your responsibility to inform Us in writing if Your commissions must be paid to Your Broker-Dealer. Commissions paid to Your Broker-Dealer will be governed by agreements between Us and Your Broker-Dealer, and any such payment will be Your Broker-Dealer's sole responsibility. In all cases involving a dispute or questionable commission claim, Our decision shall be binding and conclusive. For income and other tax reporting purposes, We will report all income paid directly by Us to You under this Contract;

- (b) We will calculate the amount of compensation under this Contract according to the applicable Brokerage Commission Schedule in effect for you on the date compensation is to be first paid to You for a particular policy. The Brokerage Commission Schedule in effect on the date that compensation is first paid for a policy shall apply to calculate the amount of all compensation paid on that policy throughout the life of the policy. Your initial Brokerage Commission Schedule is attached as Schedule 1. Whenever a new Brokerage Commission Schedule is issued, it will become a part of this Contract. Except as expressly stated in each new Brokerage Commission Schedule, the rates, schedules and other information in the new Brokerage Commission Schedule shall become effective during the first full calendar week following the issuance of the new Brokerage Commission Schedule. Terms and conditions regarding compensation chargebacks or the timing for payment of compensation will be subject to the current Brokerage Commission Schedule at the time compensation payments are due to You. We will either communicate it to You or post it on Our website accessible to You;
- (c) Nothing in Schedule 1 or otherwise in this Contract shall be construed as requiring Us to pay compensation in an amount or manner, or to a person or entity, that would be inconsistent with ERISA or any such rules or regulations;
- (d) We will pay all compensation which is due you under this Contract on and after the date of your death, to the duly appointed representative of your estate; and
- (e) We have the right to refund any premiums paid on a policy if We believe this is proper where a policy is rescinded, cancelled, or not accepted, or for any other reason We believe is proper. You agree to return to Us, when We ask for it, all earnings which We credited to You on any premiums which We refund.

2.2 COMPENSATION AFTER TERMINATION

Should either You or We terminate this Contract, compensation for products in force after termination will be payable as follows:

- (a) If You are terminated for reasons other than reasons that qualify as Prohibited Acts under paragraph 4.6(c), commissions as described in Section 2.1 will continue to be paid as if this Contract were still in force on products sold before termination by You.

Notwithstanding the foregoing, if after Your termination You participate in the conduct described in paragraph 4.6(c)(1), 4.6(c)(4) or 4.6(c)(5), We, at Our option, may declare this Contract null and void, and all Your rights, benefits, and compensation (according to Section 2.1 COMMISSIONS) shall be forfeited;

- (b) If termination is with cause and You have done any of the Prohibited Acts as defined in Section 4.6(c), We, at Our option, may declare this Contract null and void, and all Your rights, benefits, and compensation from Us (according to Section 2.1 COMMISSIONS) shall be forfeited. You agree to return compensation You received for cases where sections 4.6(c)(1) or (2) are violated and we have terminated Your contract for cause.

2.3 ADJUSTMENTS

- (a) RETURNED PREMIUMS. All compensation paid to You as provided in Section 2.1 under the applicable Brokerage Commission Schedule, on any premiums that are subsequently returned or otherwise not received by Us shall, upon Our demand, become a debt You owe to Us, payable according to paragraph 2.3(b) FIRST CLAIM ON EARNINGS; and
- (b) FIRST CLAIM ON EARNINGS. You agree to promptly repay all debts to Us, including reasonable interest as We determine. We have first claim on all of Your earnings earned through Us. This means that, as and when elected, We may keep all or any part of Your earnings to reduce any debt You owe Us. While We may release Your earnings while You owe Us a debt, this does not mean We have waived this right of first claim to Your earnings. We may make this claim whether Your earnings are due You, the representative of Your estate, Your heirs or Your assignees. Our claim also takes precedence over claims of Your creditors. All Your earnings We keep will be used to reduce the debt you owe Us.

Section 3. ETHICAL STANDARDS

We require You to pledge to conduct business according to the highest principles of honesty, integrity and pride, always putting the needs of the customer first:

- 3.1 To conduct a thorough interview to determine the customer's needs and clearly disclose when products are being proposed as part of a sale presentation;
- 3.2 To ensure that the customer understands the costs and benefits of any product or proposal;

- 3.3 To distinguish clearly between the guaranteed and non-guaranteed elements of any product or proposal, and make the customer aware of product conditions or limitations, and of any features that could change over time;
- 3.4 To satisfy all state and federal disclosures, including requirements relating to compensation, recognizing that appropriate disclosures are one of Your fundamental duties when acting on behalf of Your customer; and
- 3.5 To treat all customers as You would want to be treated, and to maintain personal and professional conduct that enhances Your reputation and Our reputation.

Section 4. GENERAL PROVISIONS

4.1 STATUS. You are not Our employee under this Contract. You are an independent contractor using Your own judgment and guidelines in performing under the terms of this Contract. We shall not determine the place or time that You perform Your duties as a broker under this Contract, and nothing contained in this Contract shall limit Your right to sell products on behalf of other insurance companies. You are responsible for paying all expenses You incur in carrying out the terms of the Contract. As a broker, You are not a full-time salesperson for Us. Therefore You are not eligible for any fringe benefit plans in which Your participation or Our contributions are in any way dependent on Your being considered a statutory or common law employee. We will not pay any social security or related taxes on Your commissions or other compensation.

4.2 ACTS NOT AUTHORIZED. Your authority extends no further than is specifically stated in this Contract and, except as expressly set forth herein, You shall have no power or authority to act on Our behalf. Specifically, but not limited to the following, You are not authorized:

- (a) To offer for sale, in Our name, any products not included on the attached Brokerage Commission Schedule. However, this shall not affect Your ability to sell products on behalf of other insurance companies. The Brokerage Commission Schedule shall be amended by updates to the Brokerage Commission Schedule, without amending this Contract;
- (b) To make, alter, or discharge contracts in Our name, or guarantee any illustrations;
- (c) To incur any debt or liability for or against Us, institute any legal proceedings, or bind Us in any manner whatsoever;

- (d) To accept any money or property on Our behalf, except for first premiums on Our products;
- (e) To create or use any advertisement (all written and pictorial materials designed to reach the public, including but not limited to brochures, newsletters, letters, presentations, proposals, web pages, phone scripts, illustrations, business cards, letterhead, mailing or e-mailings) containing Our signature package (logo), referencing Us or Our products, or mentioning Our name unless (1) it has first been approved by Us in writing, and (2) a copy of the final version has been received by Our home office before it is used, and (3) it is used in accordance with any conditions and limitations of said approval.

4.3 FIDELITY BOND AND INDEMNITY AGREEMENT.

You are not covered under Our fidelity bond. Notwithstanding any fidelity bond, You agree to indemnify and hold Us harmless against any damages or losses which We incurred as a result of Your actions or violations of applicable federal or state laws and regulations, including, but not limited to, violations of ERISA, the IRC, or violations of our policies and procedures by You or the actions of individuals working for You or on Your behalf.

4.4 ERRORS AND OMISSIONS INSURANCE

COVERAGE. Before soliciting applications for Us, You agree to provide written proof to Us of Your errors and omissions insurance coverage, of a form and type of coverage and an amount satisfactory to Us. You agree that this coverage shall include You and Your applicable administrative staff. You further agree to keep this required insurance coverage in force and to provide Us periodic proof of said coverage for as long as You are appointed by Us.

4.5 CLAIMS AGAINST YOU OR US. You agree to provide timely notice to Us and any applicable errors and omissions insurance carriers of any claim against Us, You, or any individual working for You or on Your behalf where said claim is in any way related to the sale of Our products. You agree to cooperate with these carriers. To the extent full coverage by any errors and omissions carriers is not extended to You, or individuals working for You or on Your behalf, or to Us, We have the right to defend said claim, and settle that claim, when We receive satisfactory proof of the merit of that claim. You will be liable to Us and agree to reimburse Us fully for any payments made and any related expenses incurred by Us in the defense and settlement of any such claim that We defend, pay or settle, including costs of counsel employed for such action.

4.6 TERMINATION. This Contract can be terminated either without cause or with cause.

(a) Without Cause. Your Contract can be terminated, without cause and without a reason being given, at any time by You or Us. The party who wants to terminate this Contract without cause must give 15 days' written notice to the other party to the Contract. This Contract will terminate as of 11:59 p.m. on the 15th day following the date on which the notice was given. Upon mutual written agreement of the parties, the 15 day notice period may be waived.

(b) With Cause. Your Contract can be terminated for cause at any time by Us, in Our sole discretion. We must state the cause in writing to You. This Contract will terminate as soon as the written notice is given. Reasons may include, but are not limited to, Providing Us or encouraging an applicant to provide us with information in the application that You know is false, Your failure: to maintain a necessary license; to comply with any federal or state laws or regulations; to comply with Our rules or procedures; to make suitable arrangements to repay a debt payable to Us, or to comply with a term of this Contract.

(c) Forfeiture. Except as otherwise provided by law, if (1) Your Contract is terminated for cause; and (2) You also do (or You cause or allow any individuals working for You or on Your behalf to do) any of the conduct listed below (the "Prohibited Acts"), We, at Our option, may declare this Contract null and void, and all Your rights, benefits, and compensation from Us (according to Section 2.1 COMMISSIONS) shall be forfeited:

- (1) Withhold or misappropriate any funds, documents, or property belonging to an owner of one of Our products, or to a person whose application for a product has not been accepted by Us;
- (2) Knowingly provide false information on the applicant's application;
- (3) Provide false information in Your application to contract with Us;
- (4) Induce any owner of one of Our products to lapse or surrender the product or replace it with another company's product without Our consent, whether or not applicable replacement laws or regulations have been followed;
- (5) Induce or attempt to induce one of Our agents to leave Us; or

(6) Violate any state or federal law, rules or regulation applicable to the sale of Our products. You agree to return compensation You received for cases where clauses (1) or (2) above are violated and we have terminated Your contract for cause.

(d) Nothing herein shall affect Our right to assert any other claim, either in law or in equity, We may have or acquire against You.

(e) Termination of this Contract shall not affect Your obligation to repay any debt to Us or to account for and return all funds, products, training or sales material, and Our other property to Our satisfaction.

4.7 ASSIGNMENT. We are relying on Your specific abilities in the performance of the obligations and duties under this Contract. Therefore, neither this Contract nor any of the rights, obligations or duties under this Contract may be assigned by You without Our prior written approval, which approval may be withheld in Our sole discretion.

4.8 WAIVER. The failure of either party to exercise any right or enforce any provision of this Contract shall not be construed as a waiver of that party's right to subsequently exercise that right or enforce that provision.

4.9 AMENDMENT OF CONTRACT. We reserve the right to amend any part of this Contract upon notice to You. Any amendment will be effective thirty days from the communication of such amendment, or earlier by mutual written agreement, but no such amendment shall affect compensation payable on products previously put in force, except by mutual written agreement. Neither this Contract nor any amendment to it shall bind Us unless signed by Our officer. We reserve the unilateral right to change or revise any part of the Brokerage Commission Schedule at any time. The commission calculations stated in any Brokerage Commission Schedule, however, shall continue to apply until We communicate changes to You or post them on Our website accessible to You. Brokerage Commission Schedules shall be exempt from the officer signature and notice requirements.

4.10 GOVERNING LAW. This Contract is governed by the laws of the State of Minnesota. Any litigation arising between the parties with respect to this Contract shall be conducted in Ramsey County, Minnesota.

4.11 ANTI-MONEY LAUNDERING. You shall comply with Our anti-money laundering policy, and, if requested, You shall assist in satisfying Our obligations under Our anti-money laundering policy.

4.12 JURISDICTION. We may make such changes and decisions as We deem advisable in the conduct of Our business, including but not limited to discontinuance of any policy form or withdrawal of product sales from any jurisdiction, and We shall incur no liability to You by reason of doing so.

4.13 EXHIBITS & SCHEDULES. The Exhibits and the Schedules to this Contract that are specifically referred to herein are a part of this Contract as if fully set forth herein. All references herein to Articles, Sections, subsections, paragraphs, subparagraphs, clauses, Exhibits and Schedules shall be deemed references to such parts of this Contract, unless the context shall otherwise require. Any fact or item disclosed on any Schedule to this Contract shall be deemed disclosed on all other Schedules to this Contract to which such fact or item may apply.

4.14 SURVIVAL. The provisions of Sections 2.2, 2.3, 4.6, 4.14, 5, 6, and 7 shall survive a termination of this Contract.

Section 5. MAINTAINING CONFIDENTIALITY OF PERSONAL INFORMATION

All capitalized terms used in this section and not otherwise defined shall have the meanings set forth in regulations issued pursuant to Section 504 of the Gramm-Leach-Bliley Act (15 U.S.C. 6801 et.seq). In connection with Your performance under this Contract, You may have access to Nonpublic Personal Information concerning Our customers (Customer Information). With respect to Customer Information You agree as follows:

- 5.1 Nonpublic Personal Information that You acquire in connection with Your performance under this Contract is and remains Our property.
- 5.2 You are not authorized to use or disclose Customer Information for any purpose other than to fulfill Your obligations under this Contract. However, You may disclose Customer Information (a) to employees of Minnesota Life, (b) to Your employees, subcontractors and agents who have a business need for access, (c) as authorized by Us in writing, and (d) as required by law or court order. You will notify Us promptly upon becoming aware of any such court order, and will cooperate with Us in contesting such order.
- 5.3 You shall store Customer Information in a secure manner and shall use the same degree of care to prevent unauthorized and improper disclosure, as You use in protecting Your own confidential information.

5.4 You agree and represent that You have implemented appropriate measures designed to:

- (a) Ensure the security and confidentiality of Customer Information;
- (b) Protect against any anticipated threats or hazards to the security or integrity of the information; and
- (c) Protect against unauthorized access to or use of the information that could result in substantial harm or inconvenience to any Minnesota Life customer.

5.5 You agree to promptly notify Us if You, (a) receive any type of complaint or notice concerning violation of privacy rights, or (b) becomes aware of any unauthorized disclosure, acquisition or use of Customer Information. You shall cooperate with Us in investigating and responding to such incidents.

5.6 You agree to indemnify us for any and all claims, fines, damages and costs, including attorneys' fees, which may be incurred or assessed against Us as a result of breach of Your obligation of confidentiality.

5.7 Your obligation to maintain the security and confidentiality of Our Customer Information and to comply with the provisions of the Gramm-Leach-Bliley Act shall survive termination of Your relationship with Minnesota Life.

5.8 We shall have the right to audit You for compliance with the provisions of this Section.

Section 6. MASSACHUSETTS DATA SECURITY LAW

In connection with Your performance under this Contract, You may have access to Personal Information as that term is defined in Massachusetts Regulation 201 CMR 17.02. As required by 201 CMR 17:00: Standards for the Protection of Personal Information of Residents of the Commonwealth, You shall implement and maintain appropriate security measures for Personal Information.

Section 7. HIPAA BUSINESS ASSOCIATE AGREEMENT

In connection with Your performance under this Contract, You are or may be deemed to be our Business Associate. Business Associates, on behalf of Covered Entity, perform or assist in the performance of functions and activities that may involve the use and disclosure of Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Parts 160 and 164 ("Privacy Regulations"). This Agreement shall be effective with respect to the use of information which is protected health information within the meaning of the Health Insurance Portability and Accountability Act and its implementing regulations at 45 C.F.R. parts 160 and 164 (the "Federal Health Privacy Rules").

7.1 Definitions as applied to this Section (Any prospective amendment to the laws referenced in this definitional section prospectively amend this agreement to incorporate said changes by Congressional act or by regulation of the Secretary of HHS.)

- (a) Breach. "Breach" has the same meaning as this term has in §13400 of the HITECH Act.
- (b) Business Associate. "Business Associate" shall mean You.
- (c) Covered Entity. "Covered Entity" shall mean Minnesota Life Insurance Company.
- (d) Designated Record Set. "Designated Record Set" has the same meaning as this term has in 45 CFR §164.501.
- (e) Electronic Protected Health Information. "Electronic Protected Health Information" means Protected Health Information that is maintained in or transmitted by electronic media.
- (f) Electronic Health Record. "Electronic Health Record" shall have the meaning given to such term in the HITECH Act.
- (g) Individual. "Individual" has the same meaning as this term has in 45 CFR §164.501.
- (h) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act.
- (i) Protected Health Information. "Protected Health Information" (or "PHI") has the same meaning as this term has in 45 CFR §160.103 (as amended by the HITECH Act), limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes Electronic Protected Health Information.
- (j) Required By Law. "Required By Law" has the same meaning as this term has in 45 CFR §164.501.
- (k) Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designate.
- (l) Security Rule. "Security Rule" means the Security Standards for Protection of Personal Health Information promulgated by the Secretary in Title 45 C.F.R.
- (m) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information (PHI) that is not secured through the use of a technology or methodology specified by the Secretary in regulations or as otherwise defined in the §13402(h) of the HITECH Act.

7.2 Obligations of Business Associate

- (a) Permitted Uses and Disclosures. Business Associate agrees not to use or disclose PHI except for the performance of the Business Associate's obligations under the Agreement pursuant to which Business Associate performs services for Covered Entity.
- (b) Minimum Necessary. Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
- (c) Specific Use or Disclosure. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity and as permitted or required by this Agreement or the Privacy Regulations.

Business Associate may use or disclose PHI for the proper management and administration of its business or to carry out its legal responsibilities.

Business Associate may disclose PHI for the proper management and administration of its business, if (i.) the disclosures are Required by Law, or (ii.) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to such person, and the person will notify the Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.

Business Associate may use PHI to provide Data Aggregation services to Covered Entity.

- (d) Prohibited Uses and Disclosures. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used or disclosed by Covered Entity.
- (e) Appropriate Safeguards. Business Associate shall implement appropriate safeguards as necessary to prevent the use or disclosure of PHI otherwise than as permitted by the Agreement pursuant to which Business Associate performs services for Covered Entity or under this Business Associate Agreement, including but not limited to, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. Section 164.316.

- (f) Reporting Improper Access, Use or Disclosure. Business Associate shall report to Covered Entity in writing any access, use or disclosure of PHI not permitted by the Agreement pursuant to which Business Associate performs services for Covered Entity, or this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery.
 - (g) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI held by Business Associate in violation of the requirements of this Agreement.
 - (h) Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to PHI.
 - (i) Access to PHI. Business Associate agrees, at the request of Covered Entity, to provide Covered Entity (or a designate of Covered Entity) access to PHI in a Designated Record Set in prompt commercially reasonable manner in order to meet the requirements under 45 CFR §164.524.
 - (j) Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, in a prompt and commercially reasonable manner.
 - (k) Accounting Rights. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Business Associate agrees to provide to Covered Entity or an Individual, in a prompt commercially reasonable manner, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.
 - (l) Compliance with HITECH Standards. Notwithstanding any other provision in this Agreement to the contrary, Business Associate shall, pursuant to the HITECH Act, comply with all applicable requirements of the Privacy Rule and applicable requirements of the Security Rule.
 - (m) Governmental Access to Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (including official representatives of the Secretary), in a prompt commercially reasonable manner for purposes of determining Covered Entity's compliance with the Privacy Rule.
 - (n) Data Ownership. Business Associate acknowledges that Business Associate has no ownership rights with respect to PHI.
 - (o) Notification of Breach. During the term of the Contract, Business Associate shall notify Covered Entity within 10 days of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which Business Associate becomes aware.
 - (p) Audit and Inspection. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures relating to the use or disclosure of PHI and for safeguarding PHI.
- 7.3 Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may:
- (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach within the time specified by Covered Entity;
 - (ii) immediately terminate this Agreement; or
 - (iii) Covered Entity shall report the violation to the Secretary.
- 7.4 Except as provided below, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon notification to Covered Entity that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7.5 If state law applicable to the relationship between Business Associate and Covered Entity contains additional or more stringent requirements than federal law for Business Associates regarding any aspect of PHI privacy, then Business Associate agrees to comply with the higher standard contained in applicable state law.

You and We must sign two copies of the contract before it goes into effect.

Broker

Your appointment as a Broker and the terms of this Contract are accepted by You.

Name (please print)

Signature X	Date
-----------------------	------

Minnesota Life Insurance Company

We approve and accept Your appointment as a Broker and the terms of this Contract.

Officer signature

X Title	Date
-------------------	------

Schedule 1: Brokerage Commission Schedule

Fixed Annuity Product Broker Agreement (Individual)

**MINNESOTA LIFE
SECURIAN LIFE**

Minnesota Life Insurance Company/Securian Life Insurance Company
400 Robert Street North – St. Paul, Minnesota 55101-2098

This Agreement is made and entered into between Minnesota Life Insurance Company, Securian Life Insurance Company (collectively hereinafter “we,” “our,” or “us”), and the individual named on the signature page (hereinafter “you” or “your,” which shall include you and your employees or other representatives as applicable). This Agreement is effective on the date signed by us.

Section 1. APPOINTMENT. We hereby appoint you to represent us as our agent where you will serve as an insurance agent appointed by us, subject to the terms and conditions provided herein.

Section 2. TERRITORY. You have no exclusive territory. We will not accept applications from outside of the United States. We reserve the right to stop accepting applications for any product or in any part of the country at any time.

Section 3. AUTHORITY. You will:

- (a) solicit applications for the products described in the attached Schedule of Products and Commissions (Exhibit A) and promptly forward applications and any purchase payments to the agency that executed a “Request to Appoint” or similar form on your behalf (the “Agency”) or as otherwise instructed by us;
- (b) promptly deliver contracts issued by us, but only when all the terms and conditions for delivery have been satisfied. If the Contract is not delivered within five business days after receipt, you must notify us immediately;
- (c) collect purchase payments on annuity contracts upon application and remit the same to us by wire or by check payable to us (payments shall not be collected by you in cash), received subject to collection;
- (d) exert your best efforts to maintain in-force all annuities effected under this Agreement;
- (e) comply with all our rules, policies, procedures or instructions (all of which are incorporated herein by reference), and comply with all applicable laws and

- regulations, including insurance and privacy laws and regulations;
- (f) certify annually, at our request, compliance with the terms of this Agreement and applicable laws, rules and regulations;
- (g) inform us immediately if you have been, or are at any time, subject to any securities or insurance regulatory sanction, named in any felony criminal complaint, or convicted of a crime involving fraud, theft, forgery, or any other crime involving money or property;
- (h) promptly notify us of any contract owner complaints;
- (i) submit all advertising, sales literature, contract analysis, proposals or other materials referring to us or our products to us for approval before you use them;
- (j) pay any amount you owe us or any of our affiliates when due;
- (k) conduct a thorough interview to determine the customer’s needs and clearly disclose when products are being proposed as part of a sale presentation, and forward applications to the Agency only after the completion of preliminary client underwriting for product suitability and issue;
- (l) ensure that the customer understands the costs and benefits of any product or proposal;
- (m) distinguish clearly between the guaranteed and non-guaranteed elements of any product or proposal, and make the customer aware of product conditions or limitations, and of any features that could change over time;
- (n) satisfy all state and federal disclosures, including requirements relating to compensation, recognizing that appropriate disclosures are one of your fundamental duties when acting on behalf of your customer; and
- (o) treat all customers as you would want to be treated, and maintain personal and professional conduct that enhances your reputation and our reputation.

Section 4. LIMITATIONS OF AUTHORITY.
You are not authorized to and will not:

- (a) commit us to anything except as specifically authorized by this Agreement;
- (b) make, alter, discharge, or waive any provision of any contract to which we are a party;
- (c) adjust or settle any claim against us, unless we specifically direct you to do so in writing, or admit liability on any claim, unless we authorize you to do so in writing;
- (d) enter into any legal proceedings pertaining to our business without our prior written consent;
- (e) pay, offer to pay, or allow as an inducement to any person to purchase any product, any rebate of premium or other consideration or inducement not specified in a contract;
- (f) offer or provide any tax advice to any annuity customer;
- (g) create or use any advertisement (e.g., all written, electronic, and pictorial materials designed to reach the public, including, but not limited to, brochures, newsletters, letters, presentations, proposals, web pages, phone scripts, illustrations, business cards, letterhead, mailing or e-mailings) containing our signature package (logo), referencing us or our products or mentioning our name, unless (i) it has first been approved by us in writing, (ii) a copy of the final version has been received by our home office before it is used, and (iii) it is used in accordance with any conditions and limitations of said approval; or
- (h) use our trademarks, service marks, trade names, logos or product designations (collectively, "Marks") for any purpose whatsoever without our prior written consent; provided however, you may use product materials, sales literature, advertising and communication provided and approved by us that contains Marks but may not convert Marks for use in other materials.

Section 5. COMPENSATION.

- (a) **GENERAL COMPENSATION.** We will pay you commissions under this Agreement as set forth on Exhibit A, so long as you are complying with and fulfilling the terms and conditions of this Agreement, including those qualifying

conditions as may be listed on Exhibit A, and are the current agent of record on the applicable contract. We may change the commission schedules at any time upon written notice to you. Such amended schedules will govern all subsequent commissions and/or service fees payable on or after the effective date of the amended schedules. We may pay compensation directly to you or to the broker-dealer with whom you are registered (the "Broker-Dealer") if so required by your Broker Dealer, if applicable. It is your responsibility to inform us in writing if your compensation must be paid to your Broker-Dealer. Compensation paid to your Broker-Dealer will be governed by agreements between us and your Broker Dealer, and any such payments will be your Broker-Dealer's sole responsibility. In all cases involving a dispute or questionable compensation claim, our decision shall be binding and conclusive. For income and other tax reporting purposes, we will report all income paid directly to you under this Agreement in accordance with applicable law.

- (b) **COMPENSATION AFTER TERMINATION.** If this Agreement is terminated for reasons other than for Cause (as defined in Section 9(b)), compensation described above shall continue to be paid as if this Agreement was still in force on contracts sold before such termination that are still in force after termination. Notwithstanding the foregoing, if before or after such termination you or the Agency participate in the conduct that would allow us to terminate the Agreement for Cause, we, at our option, may declare this Agreement null and void, and all your rights, benefits, and compensation from us shall be forfeited. In addition, if any of the following occurs, we, at our option, may declare all or any portion of this Agreement null and void, and all or any portion of your rights, benefits, and compensation from us shall be forfeited:
 - (i) we terminate this agreement for Cause (as defined in Section 9(b)); or
 - (ii) we terminate our Fixed Annuity Product Brokerage Agency Agreement with the Agency for

Cause (as defined in such agreement).

Section 6. ASSIGNMENT. You may not assign this Agreement or any compensation due or to become due hereunder, without our prior written approval. Any assignment to which we have not consented shall be null and void.

Section 7. PURCHASE PAYMENTS AND COLLECTION. All purchase payments are our property and you shall transmit them to us immediately upon receipt in accordance with our procedures. You may not deduct from or offset against any payment the amount of any compensation or other amount claimed hereunder by you.

Section 8. REFUNDS. In the event we refund a purchase payment to a customer or a purchase payment is not properly received by us, you will refund to us any commission you received in connection with the refunded purchase payment (a "Commission Refund"). You will pay to us any Commission Refund in accordance with our then current policies and procedures, unless we notify you that we intend to deduct the Commission Refund from any future amount we may owe you.

Section 9. TERM AND TERMINATION.

- (a) **TERM.** This Agreement shall continue in force until terminated as provided herein.
- (b) **TERMINATION.** Any party may terminate this Agreement with or without cause by providing the other parties with at least fifteen (15) days advance written notice of such termination. This Agreement may be terminated immediately by any party if there shall have been a material breach of any of the covenants or agreements set forth in this Agreement. In addition, this Agreement may be terminated immediately by us for Cause. Cause shall include, but not be limited to, the following reasons, which shall be determined in our sole discretion:
 - (i) you withhold or misappropriate any funds, documents, or property belonging to an owner of one of our contracts, or to a person whose application for a contract has not been accepted by us;

- (ii) you knowingly provide false information on an applicant's application;
 - (iii) you provide false information in your application to contract with us;
 - (iv) you induce any owner of our contracts to lapse or surrender the product or replace it with another company's product without our prior written consent, whether or not applicable replacement laws or regulations have been followed;
 - (v) you induce or attempt to induce one of our agents or brokers to leave us;
 - (vi) you violate any state or federal insurance, securities, or criminal law;
 - (vii) you fail to comply with our then current policies and procedures;
 - (viii) you materially breach any of the covenants or agreements set forth in this Agreement;
 - (ix) your license to sell insurance is terminated, suspended, censured, or restricted in any state;
 - (x) you engage in marketing to solicit stranger-owned contracts where the primary purpose of the transaction is to generate investment gains for a party with no insurable interest in the life of the covered individual(s); or
 - (xi) you die (if an individual) or become insolvent or bankrupt, or any similar proceedings are instituted by or against you.
- (c) **ACCELERATION OF INDEBTEDNESS.** Termination of this Agreement shall make any outstanding indebtedness pursuant to this Agreement immediately due and payable.

Section 10. SEVERABILITY. The invalidity or unenforceability of any of the terms or conditions herein shall not render invalid or unenforceable any of the other terms or conditions of this Agreement.

Section 11. BOND/INSURANCE. You must have a fidelity bond. You must promptly report to us any action taken by you or someone else, or report any knowledge or information, which could cause the fidelity bond to be cancelled or not renewed. You must also obtain and keep in

force, at your own cost, insurance covering your errors and omissions in the amounts that we may from time to time require. Such insurance coverage shall include you and your administrative staff, and you shall provide written proof of such coverage upon our request from time to time.

Section 12. INDEMNIFICATION. You shall indemnify, defend, and hold harmless us, our affiliates, subsidiaries and each of their officers, directors, employees, agents and representatives (“Indemnified Party”) from and against all out-of-pocket costs, damages, judgments, penalties, fines, losses and expenses whatsoever (including without limitation, reasonable attorneys’ fees, disbursements and court costs) incurred by the Indemnified Party arising from any claims, counterclaims, contentions, actions, suits, proceedings, lawsuits, defenses, or offsets raised or asserted by a third party whether well founded, baseless, or otherwise involving any (1) breach of your representations and warranties, (2) your acts or omissions, (3) performance or non-performance of your obligations and responsibilities under this Agreement, and (4) violation of any law, rule, regulation or authority by you. You will pay all costs of liability, settlement and defense, including attorney fees and costs, as they are incurred. You may not settle any indemnified claim without our prior written approval.

Section 13. NOTICES. All notices, request, demands and other communications hereunder shall be in writing and shall be deemed to be given if delivered in person, when transmitted by facsimile machine or electronic communication, when sent by standard freight delivery service or mailed by registered first class mail, postage prepaid, return receipt requested. Notices to us shall be sent to the address set forth above unless we instruct you otherwise. We will send notices to you to the address we have on record.

Section 14. CUSTOMER INFORMATION. You will remain in compliance with all privacy laws, rules and regulations applicable to the offer and sale of the contracts and the performance of this Agreement, including but not limited to, and if applicable, the Gramm-Leach-Bliley Act of 1999 and any regulations promulgated thereunder and Massachusetts Regulation 201CMR 17:00, et seq. All nonpublic personal information, including names, addresses and other customer

or consumer specific data, and any other information received by any party related to an owner or prospective owner of a contract (“Confidential Information”) shall remain confidential and shall not be disclosed to any third party except for the limited purposes of carrying out your obligations under this Agreement, unless such Confidential Information is required to be disclosed by any regulatory authority or court of competent jurisdiction. Confidential Information shall not be used by you, or by any person or entity affiliated with you, without our prior written consent. In the event that you have a breach of security that may impact the Confidential Information, you will immediately notify us of the breach and the steps being taken to correct and prevent further breaches that may impact the Confidential Information.

Section 15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to its or any other jurisdiction’s principles of conflicts of laws.

Section 16. ENTIRE AGREEMENT. This Agreement, including the attached Exhibit A and any documents incorporated herein by reference, supersede any prior agreements between you and us relating to the products listed on Exhibit A.

Section 17. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree facsimile signatures and other electronically delivered signatures shall be binding upon each party and shall be deemed an original signature.

Section 18. WAIVER. No failure or delay on the part of any party in the exercise of any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or of any other right or power. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach hereunder. All rights and remedies existing under this Agreement, including rights to terminate this Agreement, are cumulative to, and not exclusive of, any rights or remedies otherwise available.

Section 19. RELATIONSHIP OF THE PARTIES. The parties agree that each is acting as an independent contractor with respect to the other and nothing contained in this Agreement is intended, or is to be construed, to constitute you and us as employer-employee, partners or joint venturers, or as an agent of the other. You are not a full-time salesperson for us and, therefore, you are not eligible for any fringe benefit plans in which your participation or our contributions are in any way dependent on your being considered a statutory or common law employee. We will not pay any social security or related taxes on your commissions or other compensation.

Section 20. SURVIVAL. The parties agree that the provisions of Sections 10, 13, 15, 21, and 22 shall survive the termination of this Agreement.

Section 21. SETOFF. The determination of the amount of any liabilities or advances due and/or owed by you shall be at our sole discretion. We have the absolute and unilateral right to settle and resolve all claims or causes of action, in our sole discretion, raised or asserted by any person, concerning your actions. Any such amounts, together with interest thereon at the applicable current rate per month or the maximum legal rate, whichever is less, owed by you may be set off by us, at any time, against any sums due you, and a first lien is hereby reserved to us thereon for the satisfaction of any such amounts, and we may take any other action that is in accordance with our then current policies and procedures.

Section 22. AMENDMENTS. This Agreement may only be amended in writing. We may amend any part of this Agreement upon written notice, including electronic communication, to you at your last known address in our records. We will use reasonable efforts to provide you 30 days notice of any such amendments. No amendment shall be effective against us unless in writing and signed by our authorized officer.

Section 23. NO CONFLICT. You represent and warrant that the entering into and performance of this Agreement does not and will not conflict with or cause a breach of any other agreement to which you are a party or policy of any firm with which you are associated or registered.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first above written.

Name (printed): _____

Signature: _____

Are you associated with a broker-dealer? _____ Yes _____ No

If yes, name of broker-dealer: _____

MINNESOTA LIFE INSURANCE COMPANY

Signature: _____

Name: _____

Title: Vice President – Retail Products Distribution

Date: _____, 20__

SECURIAN LIFE INSURANCE COMPANY

Signature: _____

Name: _____

Title: Vice President – Retail Products Distribution

Date: _____, 20__