

SECURITY BENEFIT CONTRACTING INSTRUCTIONS

To ensure proper and timely contracting, please return ALL of the following:

1. Signed and completed **Agent Information Form**.
2. Signed **Producer Agreement**
3. Signed and completed **Direct Deposit Authorization - REQUIRED. Please include a copy of a void check.**
4. **Producer Commission Schedule**
5. Signed **General Agent Agreement – ONLY if you are appointing as the principal of an agency.**
6. **General Agent Commission Schedule – ONLY if you are appointing as the principal of an agency.**
7. Signed and Completed **W-9 - REQUIRED.**
8. **Copy of current individual insurance license and corporate/agency license (if applicable) for each state in which you are requesting to be licensed, write business or will receive override commissions.**
9. Signed and Completed **Agent Indebtedness Agreement.**
10. Proof of **E&O Coverage - REQUIRED.**

Fax or e-mail the completed contracting package to:

Bhcmarketing

FAX: 775-261-9088
e-mail: licensing@bhcmktg.com
Phone: 800-201-0224, opt 2

Ask about how you can get a free website. Check it out at: www.demo.retirerx.com

URGENT SECURITY BENEFIT REQUIRES PRODUCT TRAINING PRIOR TO SELLING!!!!

Please be advised that Security Benefit requires product training for states that have adopted the NAIC Suitability in Annuity Transactions Model Regulation. In States that have adopted the NAIC Suitability in Annuity Transactions Model Regulation, agents are required to complete continuing education, plus the Security Benefit Fundamentals of Deferred Annuities course and the Lighthouse Select product training prior to solicitation. You must complete product training **PRIOR TO SOLICITING BUSINESS** in an NAIC state. Please see the below instructions for completing Security Benefit's product specific training.

IF YOU'RE ALREADY APPOINTED WITH SECURITY BENEFIT:

Step 1: Go to <https://secure.reged.com/TrainingPlatform/>

Step 2: Register (if you have not already) by selecting the "Sign Up" option

Step 3: Once you are registered, click on the button "Security Benefit Annuity Product Training"

Step 4: If you do not see Security Benefit from your Welcome page or the **Fundamentals of Deferred Annuities** course, you will need to click on the button "Add Product Training" and use this code to download and complete the course: 11SB_16

Step 5: You will also need to enter the code for the **Lighthouse Select Annuity** training course: 11SB_02

Step 6: After you've entered both codes, click on the button, "Security Benefit Annuity Product Training" now showing on your Welcome page. Both courses should now appear in the dropdown list.

Step 7: Click on the course to begin the training.

Step 8: Advisors must officially order each course individually by clicking "Select New Courses"

Step 9: Select the available course, click "Proceed" and follow through the ordering process selecting "Submit Your Order"

Step 10: Click on "Go To Course" to begin the training

IMPORTANT: These codes are only valid for one session. You cannot stop the course once you have begun.

IF YOU ARE NOT YET APPOINTED WITH SECURITY BENEFIT:

Step 1: Go to <https://secure.reged.com/TrainingPlatform/>

Step 2: Register (if you have not already) by selecting the "Sign Up" option

Step 3: Once you are registered, you will need to add the courses to your Security Benefit course list. Do that by clicking on the top button, "Add Product Training."

Step 4: If you have not already you will need to enter the code for the **Fundamentals of Deferred Annuities** course: 11SB_16

Step 5: And then enter the code for the **Lighthouse Select Annuity** course: 11SB_02

Step 6: After you've entered both codes click on the button, "Security Benefit Annuity Product Training" now showing on your Welcome page. Both courses should now appear in the dropdown list.

Step 7: Click on the course to begin the training.

Step 8: Advisors must officially order each course individually by clicking "Select New Courses"

Step 9: Select the available course, click "Proceed" and follow through the ordering process selecting "Submit Your Order"

Step 10: Click on "Go To Course" to begin the training

IMPORTANT: These codes are only valid for one session. You cannot stop the course once you have begun.

How to become appointed with Security Benefit

This kit contains information about Security Benefit, instructions, product information and procedures to allow you to write business that meets your clients' needs and is processed in a timely manner.

To be appointed with Security Benefit, there are a few forms we require to be completed and returned to us, along with copies of your E&O Coverage and State(s) Insurance License(s). Your IMO may coordinate the process, have you fill out the applicable forms and then your IMO will send them to us. If not, once we receive notification from your IMO about your interest in being appointed, the following paperwork will be sent to you, by e-mail if we're provided your e-mail address, otherwise it will be sent by regular mail.

- Agent Information Form/Application for Appointment
- Producer Agreement
- Producer Commission Schedule
- Direct Deposit Authorization Form
- W-9 Form

Please make sure you also send us:

- A copy of your E&O Coverage Certificate
- A copy of State(s) Insurance License(s)
- Proof of AML certification if not certified through LIMRA

When you have completed the required documents, return them to Security Benefit to begin the appointment process. **Our preferred method of receiving completed paperwork is via e-mail.** Please fill out and sign your documents, scan them and send them to us as an attachment.

- **e-mail to:** Licensing@securitybenefit.com

You may also send your paperwork using the following methods:

- scan and fax to: 785.368.1326 or
- mail to: Security Benefit, One Security Benefit Place, Topeka, KS 66636-0001

Once we have your paperwork, if everything is in good order, we'll complete your appointment and establish access to our secure website within 3 business days. Should we find any information missing, we'll contact you to complete the application and work to turn around your appointment quickly. If, at any time, you have a question, call us at 800.888.2461 ext. 7019.

(over)



SECURITY BENEFITSM
To and Through Retirement

NAIC Suitability in Annuity Transactions Model Regulation

If your state has adopted the Model Regulation you must complete both the continuing education and product specific requirements prior to soliciting an annuity application. We offer training through RegEd (<https://secure.reged.com>). Security Benefit will not accept applications if you have not completed the training.

If your state has adopted the Model Regulation, or otherwise requires general annuities training, and you have taken the required training from a company other than RegEd, please send a copy of your certificate from the training provider to Security Benefit, P.O. Box 750487, Topeka, KS 66675-0497.

Anti-Money Laundering Training

All Insurance Producers must complete Anti-Money Laundering (AML) training before soliciting an annuity application.

If you have taken AML training, please send a copy of your certificate from the training provider to Security Benefit, P.O. Box 750487, Topeka, KS 66675-0497.

AML training is valid for a two year period after which refresher training is required.

When you work with Security Benefit, you join a partnership designed to add value to you and your business. Our bottom line is your bottom line. We offer competitive products and marketing support to help you get business in the door quickly.

Thank you for choosing to represent Security Benefit. We're looking forward to working with you.



SECURITY BENEFITSM
To and Through Retirement



Questions? Call our Licensing and Commissions at 1-800-888-2461, ext. 7019.

Instructions

Use this form to provide your individual information to request an appointment. Attach a copy of your Errors and Omissions coverage certificate and state insurance license. Complete the entire form. Please type or print.

As part of Security Benefit's appointment procedure, an investigation may be made through interviews with your acquaintances.

Return these items to:
 Email these items to: Licensing@securitybenefit.com or
 Fax these items to: 1-785-368-1326

1. Provide General Information

Print name as it appears on insurance license.

Mr. Ms. Mrs. _____
First MI Last

Business Address _____
Street Address City State Zip

Phone Number _____ Fax Number _____

Resident Address _____
Street Address City State Zip

Phone Number _____

Date of Birth _____
(mm/dd/yyyy)

Social Security Number _____

Marketing Organization Affiliation _____

Agent Number Assigned by Marketing Organization (if applicable) _____

2. Commissions and Data Access

Commission Frequency Options (Please check one)
 Semi-monthly Weekly Daily (Direct Deposit Required)

Please identify your preference for a login ID to www.securitybenefit.com. The login must be at least 5 characters.
 _____ Once your login ID is established, you will receive a message from noreply@securitybenefit.com. You will be provided with a link to your password in the body of this message.

Email address _____ If you opt to receive EFT commission payments, e-services@se2.com will send you an EXCEL file with commission details.

Please Continue ➡

3. Primary Market

Please select only one:

Financial institution (Bank, Credit Union)

Name of financial institution _____;

Platform or Dedicated

Independent Marketing Organization

Name of firm _____

4. Provide Due Diligence Information

Information to be PERSONALLY answered by Applicant.

(a) Have you ever been convicted or arrested (other than minor traffic violations)? Yes No (If YES explain in detail.)

(b) Has any federal regulatory agency, state regulatory agency or self-regulatory organization (e.g., FINRA) ever denied, suspended or revoked your registration or license, including, without limitation, your insurance license?

Yes No (If YES explain in detail.)

(c) Are you now the subject of any proceeding, investigation or inquiry that could result in a "yes" answer to item (a) or (b) above?

Yes No (If YES explain in detail.)

If I am charged with, or convicted of, a felony subsequent to the date of this application or if any regulatory authority suspends, revokes, or terminates my license, or otherwise takes disciplinary action against me, I will notify Security Benefit immediately.

(d) Has your appointment to write business for any insurance company ever been revoked or terminated by the insurance company for cause?

Yes No (If YES explain in detail.)

(e) Have you ever filed for, or been declared, bankrupt?

Yes No (If YES, when _____.)

Reason: _____

If yes, what type: _____ Discharge Date: _____

5. Signature

I certify the above information is correct and complete. I also understand and agree to the terms set forth on this form, and have read and understand the Security Benefit Life Replacement Policy.

X _____
Signature of Applicant Date (mm/dd/yyyy)

PRODUCER AGREEMENT SECURITY BENEFIT LIFE INSURANCE COMPANY

This Agreement between Security Benefit Life Insurance Company (herein referred to as "SBL" or as "we", "our", or "us") and the Producer (herein referred to as "you", "your" or "yours") is subject to the following terms and conditions:

I. AUTHORITY

- A. APPOINTMENT.** We hereby appoint you to solicit applications for annuity contracts set forth in the Commission Schedule(s) (the "Annuity Contracts"), to deliver the Annuity Contracts, to collect the first premium thereon, and to service the business on our behalf.
- B. RELATIONSHIP.** You will be an independent contractor and nothing contained herein shall be construed as creating the relationship of employer and employee between you and us. As such, you shall be free to exercise your own judgment as to the time and manner of performing the services authorized by this Agreement subject to compliance with all applicable laws and regulations and the terms and conditions of this Agreement, including such manuals, rules and regulations with respect to your business conduct involving the Annuity Contracts that as we may adopt, or amend, and post on our website for producers, from time to time, all of which are incorporated into this Agreement (collectively, "SBL's Rules and Practices").
- C. RESPONSIBILITY.** You agree to abide by the terms and conditions of this Agreement and SBL's Rules and Practices and agree not to solicit or submit applications in any jurisdiction unless you are properly licensed by the applicable state insurance regulatory authority having jurisdiction for the sale of Annuity Contracts. You agree to provide copies of your licenses upon request by us. You agree to abide by all applicable laws and regulations in conducting business under this Agreement. You will certify to SBL at least annually that you are in compliance with SBL's Rules and Practices. You agree to notify us immediately in writing if you fail to comply with the terms and conditions of this Agreement, SBL's Rules and Practices, or applicable laws and regulations. You agree to notify us immediately in writing if any regulatory authority, including but not limited to, state insurance or securities regulatory, authority, federal securities regulatory authority, or FINRA suspends, revokes, or terminates your license, or otherwise takes disciplinary action against you.
- You shall endeavor to promote our interests and those mutual interests of you and us as contemplated by this Agreement and shall at all times conduct yourself, and see that your employees conduct themselves, so as not to adversely affect the business reputation or good standing of either yourself or us.
- D. SUITABILITY.** You agree to abide by all applicable laws and regulations and SBL's Rules and Practices concerning suitability. Prior to any recommendation of any Annuity Contract, you agree to complete such training as is necessary and is required by us for you to have adequate knowledge of the Annuity Contract. For each recommendation of an Annuity Contract, you shall have a reasonable grounds for believing that the recommendation is suitable in accordance with applicable laws and regulations and shall maintain documentation in support of each recommended annuity transaction. You agree to provide to us all documentation concerning any annuity transaction involving an Annuity Contract, whether or not recommended, and your suitability procedures and process, as required by and in accordance with SBL's Rules and Practices and applicable laws and regulations. In addition, you agree to provide all information necessary for us to comply with any request from regulators regarding any annuity transaction and your suitability procedures and process. This Suitability provision shall survive the termination of this Agreement.
- E. ANTI-MONEY LAUNDERING.** You agree to abide by all applicable federal laws and regulations regarding anti-money laundering ("AML"), including all "know your customer" requirements. You acknowledge that SBL expects you to perform all required customer identification under SBL's AML program that are set forth in SBL's Rules and Practices ("SBL's AML Program") and any suspicious activity monitoring under SBL's AML Program where you are in a position to monitor for suspicious activity. You will certify to SBL at least annually that you will perform such customer identification responsibilities, have implemented an AML program, provide such other periodic AML-related certifications as SBL may request. In addition, you will (1) notify SBL of any customer identification or suspicious activity issues you identify; (2) provide or arrange for the provision of AML training for your personnel; and (3) allow reasonable access for SBL's examiners (including outside examiners retained by SBL) and appropriate government examiners to assess your performance of the above obligations.
- F. CONFIDENTIALITY.** This Confidentiality provision shall survive the termination of this Agreement.

1. Definition. "Confidential Information" shall include "Confidential Business Information" and "NPI."

"Confidential Business Information" for the purposes of this Agreement shall include all information of SBL and/or any of its affiliates to which you have had or will have access, whether in oral, written, electronic, graphic, or machine-readable form, including without limitation business or financial information, customer information, customer names, operations or systems manuals, decision processes, specifications, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research, plans, strategies, forecasts, forecast assumptions, business practices, marketing information and material, proprietary ideas, concepts, know-how, methodologies and all other information related to SBL's business and/or the business of any of its affiliates. Confidential Business Information shall also include all information of a third party to which SBL and/or any of its affiliates have access and to which you or any of your Representatives (as defined below) have had or will have access, incorporating any of the information described herein.

NPI has the meaning ascribed to "Nonpublic Personal Information" in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, and any other term that describes any non-public personal or financial information that must be safeguarded under any other federal or state privacy laws and regulations, all as may be amended or supplemented from time to time (collectively, "Applicable Privacy Law") as it relates to SBL or its affiliates' customers. You shall keep, and shall cause your Representatives to keep, NPI confidential and may use and disclose NPI only as necessary to carry out those specific aspects of the business purpose for which the NPI is/was disclosed to you in accordance with this Agreement and Applicable Privacy Law.

Confidential Business Information shall not include information that: (a) is in the public domain at the time of its use or disclosure to you through no fault of you or your Representatives; (b) was lawfully in the possession of or demonstrably known by you prior to your receipt from SBL or any of its affiliates; (c) is independently developed by you without use of or reference to the Confidential Information; or (d) becomes known to you lawfully from a third party that, to your knowledge, is not subject to an obligation of confidentiality to SBL or any of its affiliates.

2. Rights and Responsibilities. You represent, warrant, and covenant that you are capable of maintaining, and have implemented and shall maintain, appropriate physical, electronic, and procedural safeguards of all Confidential Information, including NPI, in a manner that complies with Applicable Privacy Law. You shall exercise no less than a reasonable degree of care (and in no event, no less than the degree of care required by Applicable Privacy Law) to not: (a) transfer, disclose, or allow access to or duplication of any of the Confidential Information to or by any third party; (b) use any Confidential Information for any purpose other than in connection with the business purpose for which it was disclosed; or (c) take any other action with respect to Confidential Information inconsistent with the confidential and proprietary nature of such information, without prior written permission from SBL.

You may disclose Confidential Information to your officers, directors, employees, consultants, attorneys, accountants, agents, or other representatives (each, a "Representative") who have a need to know such Confidential Information solely in connection with the business purpose for which it was disclosed, provided that you shall: (i) cause such Representatives to comply with this Agreement; and (ii) assume full responsibility for any breach of this Agreement caused by any such Representatives. You shall promptly notify SBL of any disclosure or use of any Confidential Information by any of your Representatives in breach of this Agreement. SBL reserves the right, without an obligation to do so, to review your policies and procedures used to maintain the confidentiality of Confidential Information.

If you are required to disclose any Confidential Information pursuant to a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), you shall, to the extent permitted by law, provide prompt notice of such Legal Requirement to SBL so it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If SBL is not successful in obtaining a protective order or other appropriate remedy and you are, in the opinion of your counsel, compelled to disclose such Confidential Information under pain of liability for contempt of court or other censure or liability, or if SBL waives compliance with the provisions of this Agreement in writing, then you may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the opinion of your counsel to comply with, the Legal Requirement.

You acknowledge that a breach of your obligations under this section on Confidentiality shall result in irreparable and continuing damage to SBL for which monetary damages may not be sufficient, and agree that in addition to SBL's other rights and remedies hereunder or at law, SBL shall be entitled to injunctive and/or other equitable relief, and such further relief as may be awarded by a court of competent jurisdiction.

II. COMPENSATION

- A. COMMISSIONS.** After this Agreement becomes effective, as full compensation, we will pay you the commissions as described in the Commission Schedule(s) attached to this Agreement on Annuity Contracts for which you wrote the application. There shall be no additional compensation or reimbursement to you for services performed or expenses incurred. The compensation set out herein represents the full compensation to you. You shall be responsible for and shall pay all expenses you incur in the performance of this Agreement. Any such Commission Schedule may be changed by us at any time.
- B. PROVISIONS RELATING TO COMMISSIONS.** You shall pay over promptly to us all gross premiums collected, without deducting or retaining your commission. Any commissions to which you may be entitled shall be paid to you only after issuance and delivery of the Annuity Contract, after receipt of the gross premium by us, and after any other outstanding requirements are met. No commissions will be payable on premiums refunded for any reason, and you shall refund to us any commissions paid on account of any such premium or interest. Commissions on premiums paid in advance will not be

payable until the regular due date of such premium. Commissions on special situations not provided for herein will be governed by our rules and practices in effect at that time.

III. CHANGE OR TERMINATION

- A. **CHANGES.** We may at any time and from time to time without prior notice to you; (1) change or modify this Agreement; (2) modify or amend any form of the Annuity Contracts; (3) fix minimum and maximum limits on the amount for which any policy form may be issued; (4) modify or alter the conditions or terms under which any policy form may be sold or regulate its sale in any way; (5) discontinue or withdraw any policy form from any state, without prejudice to continue such form elsewhere; or (6) cease doing business in any state.

Upon written notice, mailed to you at your last known address, we shall have the right at any time and from time to time to increase or decrease the rate of commissions and other compensation on any or all of the policy forms then being issued by us whether or not listed in this Agreement.

- B. **VOLUNTARY TERMINATION.** Either of the parties hereto may terminate this Agreement, without stating any cause, by mailing to the other party at their last known address a notice of termination which shall be effective fifteen days from mailing.
- C. **AUTOMATIC TERMINATION.** This Agreement terminates automatically (1) upon your death; (2) upon revocation, termination or non-renewal of any license(s) granted by any state insurance regulatory authority, state securities authority or FINRA; (3) if you are a partnership, upon the death of any partner or any change in the partners composing the firm, or dissolution of the partnership for any reason; (4) if you are a corporation, upon the dissolution of the corporation or disqualification of the corporation to do business under applicable state laws; or (5) upon your filing a petition for bankruptcy or one being filed for you or your being adjudged bankrupt or by your executing a general assignment for the benefit of creditors.
- D. **TERMINATION FOR CAUSE.** We may terminate this Agreement for cause by mailing notice of such termination to you at your last known address and that termination shall be effective upon mailing. For cause termination shall be (1) breach of the terms of this Agreement; (2) violation of any applicable laws or regulations relating to the activities contemplated by this Agreement; (3) inducing or attempting to induce an owner of an Annuity Contract to exchange, surrender, or take a withdraw or loan from, the Annuity Contract and use all or part of the proceeds to purchase another annuity contract; (5) misappropriation or commingling of our funds; and (6) engaging in a fraudulent act or misrepresenting policy benefits or premiums. In determining cause for termination, we shall use discretion in gathering facts and information and notify you of our decision in the termination letter written to you.
- E. **ACTIONS FOLLOWING TERMINATION.** Upon the termination of this Agreement, you agree not to induce or attempt to induce any owner of an Annuity Contract to exchange, surrender, or take a withdraw or loan from, the Annuity Contract and use all or part of the proceeds to purchase another annuity contract.

IV. GENERAL PROVISIONS

- A. **BONDING/INSURANCE.** You agree to furnish and maintain a satisfactory surety or indemnity bond should one be required by law or should we require it. In addition, at our request, you may also be required to maintain errors and omissions insurance coverage in such amounts as we shall designate.
- B. **WAIVER.** Our forbearance or failure to exercise any rights hereunder or insist upon strict compliance herewith shall not constitute a waiver of any right, condition or obligation of you under this Agreement.
- C. **PRINTED MATTER.** We will furnish forms, circulars and other printed matter we deem necessary to conduct the business anticipated hereunder. Advertising of any nature not supplied by us shall be used by you only after you have received our written approval. Likewise, you may use our name and trademark only with our written approval.
- D. **COLLECTION OF MONEY.** You are authorized to accept the first premium for us for the Annuity Contracts you write for us under this Agreement. Receipts for premiums must be on the forms furnished by us for that purpose. You shall immediately remit to us all money received or collected on our behalf, and such money shall be considered as our funds held in trust by you. If a check upon which you are the maker is dishonored upon presentation for payment by us, you will become indebted to us for that amount.
- E. **RIGHTS OF REJECTION AND SETTLEMENT.** We reserve the right to reject any and all applications and collections submitted hereunder, to discontinue writing any form of Annuity Contract, to take up and cancel any Annuity Contract and return the premium or any part thereof. In the event of such rejection or cancellation, your commission on the premium affected thereby shall be charged against your earnings or, upon demand, paid to us. It is the intention of the parties to this Agreement that you shall be entitled to receive commissions as herein provided only upon or related to such premium payments as shall actually be received and retained by us.
- F. **LIMITATION OF AUTHORITY.** Your authority shall extend no further than as is stated in this Agreement. You shall not (1) make, alter, modify, waive or change any question, statement or answer on any application for Annuity Contract, the terms of any receipt given thereon, or the terms of any Annuity Contract; (2) extend or waive any provision of any Annuity

Contract; (3) incur any debts or liability for or against us; (4) receive any money for us except as herein stated or as you may be specifically authorized; (5) become the primary delivery address for any communication with Annuity Contract owners or beneficiaries; or (6) deposit, endorse, or otherwise negotiate any checks from the proceeds of an Annuity Contract, including, but not limited to, loans, full or partial surrenders, withdrawal benefits, death benefits or annuitization, whether or not with the owner's or beneficiary's authorization, or to delay the delivery of such checks.

- G. PRIOR AGREEMENTS.** This Agreement shall supersede any and all prior agreement(s) between you and us in relation to the Annuity Contracts; it being understood, however, that all obligations to us previously incurred or assumed by you and liens created in connection therewith still exist and shall attach hereto.
- H. ASSIGNMENT.** Neither this Agreement nor any of the benefits to accrue hereunder shall be assigned or transferred, either in whole or in part (except a transfer of commissions effective upon your death) without our prior written consent. Any assignments shall be subject to a first lien to us for any indebtedness owed to us.
- I. REBATING.** You shall not, under any circumstances whatsoever, pay or allow any rebate of premiums or commissions in any manner, directly or indirectly, nor shall you accept business from or pay any commissions to (1) an producer whose name does not duly and rightfully appear on the application; or (2) any person who is not a licensed representative of us.
- J. COMPLAINTS AND INVESTIGATIONS.** You shall transmit to our General Counsel at our Home Office by certified mail within 24 hours after receipt, any paper served upon you in connection with any customer, insurance regulator, or securities regulator, complaint, proceeding, hearing or action arising in connection with any Annuity Contract issued by us. In addition, you agree to cooperate fully in any insurance or securities regulatory investigation or proceeding or judicial proceeding. Any failure on your part to comply with this provision which causes additional loss or expense to us shall be reimbursed by you to us. This Complaints and Investigations provision shall survive the termination of this Agreement.
- K. INDEMNIFICATION.** You shall indemnify and hold harmless SBL and its affiliates from any liability, loss, cost, claim, or damages caused by breach of this Agreement, unauthorized act, failure to comply with SBL's Rules and Practices, failure to comply with all applicable laws and regulations in conducting business under this Agreement, or negligence or misconduct, by you, your officers, directors, employees, or agents. You shall reimburse SBL and its affiliates for any legal or other expenses reasonably incurred by SBL or its affiliates in connection with their investigation and defense of any such loss, cost, claim, damage or liability, or of any proceeding or action resulting from those matters. This Indemnification provision shall survive the termination of this Agreement.
- L. ENTIRE AGREEMENT.** The foregoing represents the entire agreement between the parties and we shall not be bound by any other promise, agreement, understanding or representation unless it is made by an instrument in writing, signed by the parties or is in the form of a written notice from us to you which expresses by its terms an intention to modify this Agreement.
- M. CONSTRUCTION AND VENUE.** This Agreement shall be construed and its provisions interpreted based upon the laws of the state of Kansas without giving effect to principles of conflict of laws. Any action regarding this Agreement or the services you perform under this Agreement shall be brought in Shawnee County, Kansas; provided, however, that we shall be entitled to bring any other jurisdiction such action as is necessary to protect, preserve and realize our interest in your assets located in such other jurisdiction.
- N. WAIVER OF JURY TRIAL.** The parties waive all rights to trial by jury in any action, proceeding, or counterclaim action regarding this Agreement or the services you perform under this Agreement.
- O. EFFECTIVE DATE.** This Agreement shall take effect as shown below, if you have been duly licensed in the appropriate jurisdiction(s) to perform the functions anticipated herein, and if it is executed by all parties below. This Agreement shall be governed by the laws of the State of Kansas.
- P. SEVERABILITY AND SAVING CLAUSE.** If it should appear that any term of this Agreement is in conflict with any rule of law, statute, or regulation, in effect in any state where you write or solicit business for us, then any such term shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be deemed modified to conform to such rule of law, statute, or regulation. The existence of any such apparent conflict shall not invalidate the remaining provisions of this Agreement.
- Q. NOTICES.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or mailed to the party receiving such notice at its last known address.

SECURITY BENEFIT LIFE INSURANCE COMPANY

Print Name of Producer
(Name on License)

By _____


President, Retail Retirement

Signature of Producer

Title _____

Date _____

Date _____

Effective Date of Agreement: _____



Questions? Call toll-free 1-800-888-2461. ext. 7019

Instructions

Use this form to activate Direct Deposits of commission checks to your bank account. Return the completed form to:
Security Benefit
Attention: Marketing Administration
One Security Benefit Place
Topeka, Kansas 66636-0001
Please type or print.

1. General Information

- By choosing Direct Deposit your commission check will be deposited to your bank account within three business days after each commission cycle.
- Direct Deposit saves you time! Avoid trips to the bank, postal delays and lost or stolen checks.
- You will continue to receive commission statements.

2. Authorization of Automatic Deposits

Please provide your bank information below. If any information is missing your request may be delayed. Changes to bank information should be made, in writing, at least 15 days prior to the next statement date and a new Direct Deposit form will be required.

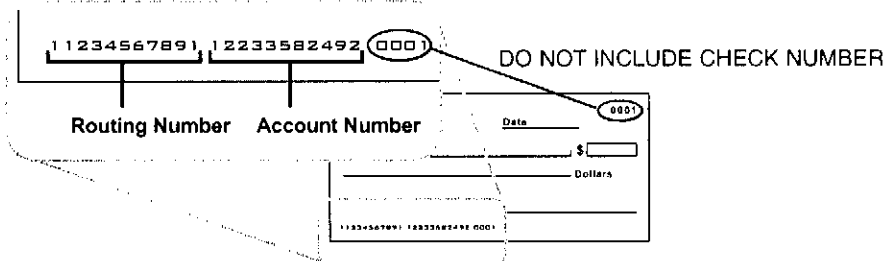
Bank Account Type (please check one): Checking Savings

Bank Name _____

Name on Bank Account _____

Bank Routing Number _____

Bank Account Number (Do not include the check number) _____



3. Provide Signatures

I understand and authorize:

- Security Benefit, or its subsidiaries, will initiate electronic transactions to my bank account as indicated on this form. Security Benefit may make additional attempts to deposit if the initial attempt fails. I understand that I will be liable for any costs associated with these additional attempts.
- This service is established solely for my convenience. This service may be suspended, terminated or modified at any time. The service will remain in effect until Security Benefit receives written notice of cancellation. The cancellation will be effective within 30 days of receipt of the notice.

Broker/Dealer or Agency Name _____

Name _____
First MI Last

X _____
Signature Date (mm/dd/yyyy)

Mail to: Security Benefit • One Security Benefit Place • Topeka, KS 6663-0001 or
Fax to: 1-785-368-1374
Visit us online at www.securitybenefit.com



• • •

**PRODUCER AGREEMENT
COMMISSION SCHEDULE**
SECURITY BENEFIT LIFE INSURANCE COMPANY
Lighthouse Select Annuity

Effective Date:

Producer:

COMMISSIONS - This Commission Schedule is hereby made part of and amends the Producer Agreement (the "Agreement") between Security Benefit Life Insurance Company ("SBL") and the Producer named above ("Producer") and commissions payable hereunder are subject to the provisions contained in the Agreement and this Commission Schedule for the **Lighthouse Select Annuity** (the "Contract"). Capitalized terms used but not defined herein, shall have the meaning given them in the Contract. No commissions are payable under this Commission Schedule with respect to Purchase Payments applied to the Contract which are less than the minimum specified in the Contract. For purposes of this Commission Schedule, the term "Contract Year" shall be measured from the date the first Purchase Payment is credited to the Contract.

The rate of commission will vary based upon the commissionable event, which may be a Purchase Payment or a Reinvestment. A Purchase Payment is premium added to the Contract. A Reinvestment is (1) the allocation of existing Account Value at the end of the Account's Withdrawal Charge period to a new Guarantee Period, other than the One Year Renewal Guarantee Period or (2) the allocation of Account Value from the One Year Renewal Guarantee Period to any other Guarantee Period, provided that such Account Value is not in the One Year Renewal Guarantee Period as the result of a transfer from another Guarantee Period pursuant to a Free Withdrawal. The other factors that determine the commission rate that will be paid are the attained age of the Owner at the time of the commissionable event (the age of the oldest Owner if there are joint owners, or of the Annuitant if the Contract is owned by a non-natural person), and the Guarantee Period or Periods to which the Purchase Payment or Reinvestment is allocated.

The amount of commission paid with respect to each allocation of a Purchase Payment or a Reinvestment will be equal to the amount applied to a Guarantee Period multiplied by the appropriate commission rate as set forth herein. With respect to Contracts written by Producer, SBL will pay Producer the commissions set forth below on Purchase Payments and Reinvestments.

Commission on Purchase Payments:

Guarantee Period	Attained Age *	Producer Commission
5 and 6 Year Guarantee Period	0-79	2.50%
5 and 6 Year Guarantee Period	80-84	1.25%
5 and 6 Year Guarantee Period	85-90	0.625%

Guarantee Period	Attained Age *	Producer Commission
1, 2, 3, 4, 7, 8, 9 and 10 Year Guarantee Period	0-79	3.50%

1, 2, 3, 4, 7, 8, 9 and 10 Year Guarantee Period	80-84	1.75%
1, 2, 3, 4, 7, 8, 9 and 10 Year Guarantee Period	85-90	0.875%

*In some states, Purchase Payments after a specified age, typically age 84 or 85, are not permitted.

Commission on Reinvestments:

Guarantee Period	Attained Age *	Producer Commission
5 and 6 Year Guarantee Period	0-79	2.00%
5 and 6 Year Guarantee Period	80-84	1.00%
5 and 6 Year Guarantee Period	85-90	0.50%

Guarantee Period	Attained Age *	Producer Commission
1, 2, 3, 4, 7, 8, 9 and 10 Year Guarantee Period	0-79	2.75%
1, 2, 3, 4, 7, 8, 9 and 10 Year Guarantee Period	80-84	1.375%
1, 2, 3, 4, 7, 8, 9 and 10 Year Guarantee Period	85-90	0.75%

TRANSFER OF SBL CONTRACT VALUES (INTERNAL EXCHANGES) – SBL does not encourage exchanges; however, there may be times that another SBL product may better meet a client’s needs. As a result, we may, at our discretion, compensate Producer for assisting clients in reevaluating their financial needs and making an exchange to a Contract. The commissions, if any, available to Producer in these situations will be determined by SBL. However, in the absence of a written agreement by SBL to pay a commission in connection with such an exchange, no commission will be paid to Producer upon the exchange of an SBL product to a Contract.

COMMISSION CHARGEBACK PROVISIONS - Commission chargebacks will apply to all Withdrawals from the Contract during the 18 months following each Purchase Payment and each Reinvestment. The chargeback with respect to a partial Withdrawal shall apply to the amount withdrawn from the Contract that is in excess of the Free Withdrawal Amount under the Contract. During the first 12 months since a Purchase Payment or Reinvestment was made, the amount of the chargeback with respect to a partial Withdrawal is 100% on the amount that is in excess of the Free Withdrawal Amount. During months 13 through 18 from the date of a Purchase Payment or Reinvestment, the amount of the chargeback with respect to a partial Withdrawal is 50% on the amount that is in excess of the Free Withdrawal Amount. The chargeback with respect to a full Withdrawal shall apply to the full amount Withdrawn from the Contract. During the first 12 months since a Purchase Payment or Reinvestment was made, the amount of the chargeback on a full Withdrawal is 100% of the commission paid. During months 12 through 18 from the date of a Purchase Payment or Reinvestment, the amount of the chargeback on a full Withdrawal is 50% of the commission paid. The order in which Purchase Payments and Reinvestments are withdrawn from the Contract in order to fund an Owner's Withdrawal request shall apply in determining whether commissions are to be charged back to Producer.

There is no chargeback in the event that a death benefit becomes payable under a Contract.

SBL reserves the right to charge back any commissions paid on any Contract when the Contract is not accepted. Commission chargeback provisions shall survive termination of the Agreement.

ANNUITIZATION SERVICE FEE - If a Contract written by Producer is annuitized under a life contingent annuity option or under a fixed-period option of at least 10 years, an annuitization service fee of 2.5% of the amount applied to such annuity option will be paid to Producer. Notwithstanding the foregoing, an annuitization fee will not be paid if annuitization occurs before the end of the fifth Contract Year.

CHANGE OF PRODUCER – A Contract Owner shall have the right to designate a new producer to service his or her account, or to terminate Producer without designating a replacement, by sending written notice of such designation or termination to SBL. After receipt by SBL of (i) notice of such termination or (ii) the designation of a new producer, no further commissions and/or overrides shall be payable to Producer on Purchase Payments made to the Contract or on Reinvestments in the Contract.

CHANGE OF COMMISSION SCHEDULE - Notwithstanding any other provision of the Agreement to the contrary, the following provisions shall apply. SBL reserves the right at any time, with or without notice, to change, modify or discontinue the commission rates applicable under this Commission Schedule. However, except as provided in the immediately succeeding sentence, any such change will apply only to commissions on Purchase Payments and Reinvestments made after the effective date of such change. In the event that there is a change in this Commission Schedule, the commission rate applicable to each allocation of a Purchase Payment received as part of SBL's rate-lock program will be determined as of the date the paperwork associated with the rate-lock program is signed by the Owner, provided that the interest rate applicable in such instance is higher than the rate would be without the rate-lock program.

NO THIRD-PARTY BENEFICIARIES – No provision of the Agreement or this Commission Schedule is intended to benefit in any manner whatsoever, any person not a party to the Agreement as a third-party beneficiary and shall not be so construed.

THIS COMMISSION SCHEDULE replaces any previous Commission Schedule for the Contract as of the Effective Date set forth above. Submission of an application for a Contract after the Effective Date set forth above constitutes acceptance of this Commission Schedule.

SECURITY BENEFIT LIFE INSURANCE COMPANY



By: _____

Title: President, Retail Retirement

Replacement Policy

Over the past few years, many states have adopted laws and regulations requiring insurers to fully inform representatives/agents of the insurer's replacement policy. Some states have adopted a version of the NAIC's Life Insurance and Annuities Replacement Model Regulation, while others have adopted similar laws. Several of these enactments require Security Benefit Life Insurance Company (SBL) to provide you with a written statement regarding our position on the acceptability of replacements. SBL is also required to provide guidance as to the appropriateness of replacement transactions.

The term "replacement" has a unique meaning in the insurance industry and is described more fully below. SBL wants you to understand how a replacement can impact you, your clients and SBL.

A "replacement" occurs when a new life insurance policy or annuity contract is purchased and, in connection with the sale, an existing policy or contract is:

- Lapsed, forfeited, surrendered or partially surrendered, assigned to the replacing insurer or otherwise terminated;
- Converted to reduced paid-up insurance, continued as extended term insurance, or otherwise reduced in value by the use of nonforfeiture benefits or other policy values;
- Amended so as to effect either a reduction in benefits or in the term for which coverage would otherwise remain in force or for which benefits would be paid;
- Reissued with any reduction in cash value; or
- Used in a financed purchase. A financed purchase is the purchase of a new policy or contract involving the actual or intended use of funds obtained by the withdrawal or surrender of, or by borrowing from values of an existing policy or contract to pay all or part of any premium due on the new policy or contract.

There are circumstances in which replacing an existing life insurance policy or annuity contract can benefit a contract owner. As a general rule, however, replacement is not in a contract owner's best interest. SBL does not encourage replacements, but we understand that your client's circumstances may change and that another product may better meet their current needs. Accordingly, you and your client should conduct a careful comparison of the costs and benefits of the existing policy or contract and the proposed policy or contract in order to determine whether a replacement is in your client's best interest.

A replacement may be appropriate if:

1. A careful comparison of the costs and benefits of the existing policy or contract and the proposed policy or contract determines the replacement adds clear value to the client in exchange for any new or increased costs/fees or contingent deferred sales charge (CDSC) exposure.
2. The replacement product's design or options (death benefit, subaccounts, fee structure, etc.) will better meet the customer's current or future investment and insurance objectives.
3. The replacement product has lower costs/fees than the existing product while still meeting the customer's investment and insurance objectives.

A replacement may not be appropriate for your customer if:

1. The replacement product offers no clear added benefit in exchange for any new or increased costs/fees or CDSC exposure.
2. The replacement causes a loss or reduction in value or benefits that is not offset by other increased value or benefits.

If you have questions about this Replacement Policy please, contact the National Service Center at 800-888-2461.

BROKER/DEALER – REPRESENTATIVE USE ONLY

The information provided herein is not intended to be and should not be construed as legal advice.



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SECURITY BENEFIT LIFE INSURANCE COMPANY GENERAL AGENT AGREEMENT

This Agreement between Security Benefit Life Insurance Company (herein referred to as "SBL" or as "we", "our", or "us") and the General Agent (herein referred to as "you", "your" or "yours") is subject to the following terms and conditions:

I. AUTHORITY

- A. RECRUITING PRODUCERS.** As more fully described in Section I.F, we authorize you to identify and to recommend to us producers ("Producers") for us to appoint to solicit applications for annuity contracts set forth in the Commission Schedule(s) (the "Annuity Contracts"), to deliver the Annuity Contracts, to collect the first premium thereon, and to service the business on our behalf.

We may, at our option, refuse to appoint and contract with any proposed Producer and may at any time terminate any appointment of and agreement with any Producer. Each Producer we elect to appoint shall only be entitled to act on our behalf once the Producer shall have: (i) been properly licensed, and appointed by us, in the applicable state with the insurance regulatory authority having jurisdiction for the sale of Annuity Contracts; and (ii) executed an agreement with us in writing on our form.

With respect to each Producer recognized on our books and records as recruited by you and appointed by us, we may, at our option, upon the termination of a Producer's relationship with you for any reason, change our books and records to assign the Producer directly to us or to any other person, without any obligation to you. You will have no right to compensation for any sales by a Producer who is not recognized on our books and records as assigned to you.

We have the right to communicate directly with each Producer who is recognized on our books and records as assigned to you.

- B. APPOINTMENT.** We hereby appoint you, in the territory in which you are authorized to represent us, which territory shall not be assigned exclusively to you, to solicit applications for Annuity Contracts, to deliver the Annuity Contracts, to collect the first premium thereon, and to service the business on our behalf.
- C. RELATIONSHIP.** You will be an independent contractor and nothing contained herein shall be construed as creating the relationship of employer and employee between you and us. As such, you shall be free to exercise your own judgment as to the time and manner of performing the services authorized by this Agreement subject to compliance with all applicable laws and regulations and the terms and conditions of this Agreement, including such manuals, rules and regulations with respect to your business conduct involving the Annuity Contracts as we may adopt, or amend, and post on our website for Producers or deliver to you, from time to time, all of which are incorporated into this Agreement (collectively, "SBL's Rules and Practices").
- D. RESPONSIBILITY.** You agree to abide by the terms and conditions of this Agreement and SBL's Rules and Practices and agree not to solicit or submit applications in any jurisdiction unless you are properly licensed by the applicable state insurance regulatory authority having jurisdiction for the sale of Annuity Contracts solicited by you or by any Producer for which you receive compensation. You agree to provide copies of your licenses upon request by us. You agree to abide by all applicable laws and regulations in conducting business under this Agreement. You will certify to SBL at least annually that you are in compliance with SBL's Rules and Practices. You agree to notify us immediately in writing if you fail to comply with the terms and conditions of this Agreement, SBL's Rules and Practices, or applicable laws and regulations. You agree to notify us immediately in writing if any regulatory authority, including but not limited to, state insurance or securities regulatory authority, federal securities regulatory authority, or FINRA suspends, revokes, or terminates your license, or otherwise takes disciplinary action against you.

You shall endeavor to promote our interests and those mutual interests of you and us as contemplated by this Agreement and shall at all times conduct yourself, and see that your employees conduct themselves, so as not to adversely affect the business reputation or good standing of either yourself or us.

E. SUITABILITY. For each Annuity Contract you solicit, you agree to abide by all applicable laws and regulations and SBL's Rules and Practices concerning suitability. Prior to any recommendation of any Annuity Contract, you agree to complete such training as is necessary and is required by us for you to have adequate knowledge of the Annuity Contract. For each recommendation of an Annuity Contract, you shall have reasonable grounds for believing that the recommendation is suitable in accordance with applicable laws and regulations and shall maintain documentation in support of each recommended annuity transaction. You agree to provide to us all documentation concerning any annuity transaction involving an Annuity Contract, whether or not recommended, and your suitability procedures and process, as required by and in accordance with SBL's Rules and Practices and applicable laws and regulations. In addition, you agree to provide all information necessary for us to comply with any request from regulators regarding any annuity transaction and your suitability procedures and process. This Suitability provision shall survive the termination of this Agreement.

F. RECRUITING, TRAINING, SUPERVISION, AND OVERSIGHT OF PRODUCERS. You shall recruit Producers, and supervise and oversee all Producers recruited by you and appointed and contracted by us, for the sale of the Annuity Contracts.

1. Recruiting. You shall be responsible for recruiting Producers for the sale of Annuity Contracts. If Appendix A is included as a part of this Agreement, you agree to perform due diligence according to the procedures in Appendix A on the Producers you recommend for appointment with the Company. You shall notify us of any unfavorable information discovered during due diligence, and, if requested by us, to immediately provide all due diligence information.

You shall ensure that each Producer you recruit, is appointed and contracted by us and properly licensed by the applicable state insurance regulatory authority having jurisdiction for the sale of Annuity Contracts before the Producer solicits or submits applications for Annuity Contracts. You agree to provide copies of any Producer's licenses if requested by us.

You agree not to induce or attempt to induce any Producer you recruit and we appoint to terminate their appointment and cease soliciting Annuity Contracts for us. In the event that any Producer terminates its appointment with us, you agree, to dissuade the Producer from inducing or attempting to induce any owner of an Annuity Contract to exchange, surrender, or take a withdrawal or loan from, the Annuity Contract and use all or part of the proceeds to purchase another Annuity Contract.

2. Training. You shall be responsible for training all Producers you recruit and we appoint on: (a) their obligations under their respective agreements with us, including but not limited to the terms related to collection of premiums and their use only of forms and sales materials provided or approved by us; (b) SBL's Rules and Practices, including but not limited to those related to suitability and our requirements for product training; and (c) generally on compliance with applicable insurance laws and regulations. In addition, you shall be responsible for providing general training on Annuity Contracts and on sales techniques and sales concepts.

3. Supervision and Oversight. You shall be responsible for supervising and overseeing the activities of all Producers you recruit and we appoint and shall cause them to comply with: (a) their obligations under their respective agreements with us, including but not limited to the terms related to collection of premiums and their use only of sales materials provided or approved by us; (b) SBL's Rules and Practices, including but not limited to those related to suitability and our requirements for product training; and (c) applicable laws and regulations. You shall also be responsible for reviewing all applications for Annuity Contracts solicited by all Producers you recruit and we appoint to ensure that all forms needed to apply for Annuity Contracts, including but not limited to suitability forms, replacement forms, summaries, and disclosure materials, are complete, executed by the proposed owner and Producer as required, and are otherwise in good order according to our requirements that we provided to you from time to time. You agree to notify SBL immediately in writing if any Producer is in noncompliance with any of the foregoing and shall immediately terminate the sales activity of such Producer until we notify you in writing that the applicable Producer may resume business. You agree to notify us immediately in writing if any regulatory authority, including but not limited to, state insurance or securities regulatory authority, federal securities regulatory authority, or FINRA suspends, revokes, or terminates any Producer license, or otherwise takes disciplinary action against any Producer.

H. ANTI-MONEY LAUNDERING. For each Annuity Contract you solicit, you agree to abide by all applicable federal laws and regulations regarding anti-money laundering ("AML"), including all "know your customer" requirements. You acknowledge that SBL expects you to perform all required customer identification under SBL's AML program that are set forth in SBL's Rules and Practices ("SBL's AML Program") and any suspicious activity monitoring under SBL's AML Program where you are in a position to monitor for suspicious activity. You will certify to SBL at least annually that you will perform such customer identification responsibilities, have implemented an AML program, and provide such other periodic AML-related certifications as SBL may request. In addition, you will: (1) notify SBL of any customer identification or suspicious activity issues you identify; (2) provide or arrange for the provision of AML training for your personnel; and (3) allow reasonable access for SBL's examiners (including outside examiners retained by SBL) and appropriate government examiners to assess your performance of the above obligations.

I. **CONFIDENTIALITY.** This Confidentiality provision shall survive the termination of this Agreement.

1. Definition. "Confidential Information" shall include "Confidential Business Information" and "NPI."

"Confidential Business Information" for the purposes of this Agreement shall include all information of SBL and/or any of its affiliates to which you have had or will have access, whether in oral, written, electronic, graphic, or machine-readable form, including without limitation business or financial information, customer information, customer names, operations or systems manuals, decision processes, specifications, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research, plans, strategies, forecasts, forecast assumptions, business practices, marketing information and material, proprietary ideas, concepts, know-how, methodologies and all other information related to SBL's business and/or the business of any of its affiliates. Confidential Business Information shall also include all information of a third party to which SBL and/or any of its affiliates have access and to which you or any of your Representatives (as defined below) have had or will have access, incorporating any of the information described herein.

NPI has the meaning ascribed to "Nonpublic Personal Information" in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, and any other term that describes any non-public personal or financial information that must be safeguarded under any other federal or state privacy laws and regulations, all as may be amended or supplemented from time to time (collectively, "Applicable Privacy Law") as it relates to SBL or its affiliates' customers. You shall keep, and shall cause your Representatives to keep, NPI confidential and may use and disclose NPI only as necessary to carry out those specific aspects of the business purpose for which the NPI is/was disclosed to you in accordance with this Agreement and Applicable Privacy Law.

Confidential Business Information shall not include information that: (a) is in the public domain at the time of its use or disclosure to you through no fault of you or your Representatives; (b) was lawfully in the possession of or demonstrably known by you prior to your receipt from SBL or any of its affiliates; (c) is independently developed by you without use of or reference to the Confidential Information; or (d) becomes known to you lawfully from a third party that, to your knowledge, is not subject to an obligation of confidentiality to SBL or any of its affiliates.

2. Rights and Responsibilities. You represent, warrant, and covenant that you are capable of maintaining, and have implemented and shall maintain, appropriate physical, electronic, and procedural safeguards of all Confidential Information, including NPI, in a manner that complies with Applicable Privacy Law. You shall exercise no less than a reasonable degree of care (and in no event, no less than the degree of care required by Applicable Privacy Law) to not: (a) transfer, disclose, or allow access to or duplication of any of the Confidential Information to or by any third party; (b) use any Confidential Information for any purpose other than in connection with the business purpose for which it was disclosed; or (c) take any other action with respect to Confidential Information inconsistent with the confidential and proprietary nature of such information, without prior written permission from SBL.

You may disclose Confidential Information to your officers, directors, employees, consultants, attorneys, accountants, agents, or other representatives (each, a "Representative") who have a need to know such Confidential Information solely in connection with the business purpose for which it was disclosed, provided that you shall: (i) cause such Representatives to comply with this Agreement; and (ii) assume full responsibility for any breach of this Agreement caused by any such Representatives. You shall promptly notify SBL of any disclosure or use of any Confidential Information by any of your Representatives in breach of this Agreement. SBL reserves the right, without an obligation to do so, to review your policies and procedures used to maintain the confidentiality of Confidential Information.

If you are required to disclose any Confidential Information pursuant to a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), you shall, to the extent permitted by law, provide prompt notice of such Legal Requirement to SBL so it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If SBL is not successful in obtaining a protective order or other appropriate remedy and you are, in the opinion of your counsel, compelled to disclose such Confidential Information under pain of liability for contempt of court or other censure or liability, or if SBL waives compliance with the provisions of this Agreement in writing, then you may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the opinion of your counsel to comply with, the Legal Requirement.

You acknowledge that a breach of your obligations under this section on Confidentiality shall result in irreparable and continuing damage to SBL for which monetary damages may not be sufficient, and agree that in addition to SBL's other rights and remedies hereunder or at law, SBL shall be entitled to injunctive and/or other equitable relief, and such further relief as may be awarded by a court of competent jurisdiction.

II. COMPENSATION

A. **COMMISSIONS.** After this Agreement becomes effective, as full compensation, we will pay you the commissions as described in the applicable Commission Schedule(s) attached to this Agreement on Annuity Contracts for which you wrote the application. With respect to Producers recognized on our books and records as recruited by you and appointed by us,

you will be paid an overriding commission as described in the applicable Override Commission Schedule(s) attached to this Agreement. Any Commission Schedule may be changed by us at any time.

The rate of commissions or right to receive compensation on any Annuity Contract (1) not listed in this Agreement; or (2) obtained through a lead furnished by us, shall be governed by our rules and practices in effect at that time and shall eventually be covered by a separate agreement between you and us, by written amendment to this Agreement, or by written notice to you. We shall not accept applications nor pay commissions on Annuity Contracts which are not approved in the state where written.

No additional compensation or reimbursement shall be payable to you for services performed or expenses incurred. The compensation set out herein represents the full compensation to you. You shall be responsible for and shall pay all expenses you incur in the performance of this Agreement.

- B. PROVISIONS RELATING TO COMMISSIONS.** You shall pay over promptly to us all gross premiums collected, without deducting or retaining your commission. Any commissions to which you may be entitled shall be paid to you only after issuance and delivery of the Annuity Contract, after receipt of the gross premium by us, and after any other outstanding requirements are met. No commissions will be payable on premiums refunded for any reason, and you shall refund to us any commissions paid on account of any such premium or interest. Commissions on premiums paid in advance will not be payable until the regular due date of such premium. Commissions on special situations not provided for herein will be governed by our rules and practices in effect at that time.

III. CHANGE OR TERMINATION

- A. CHANGES.** We may at any time and from time to time without prior notice to you: (1) change or modify this Agreement; (2) modify or amend any form of the Annuity Contracts; (3) fix minimum and maximum limits on the amount for which any policy form may be issued; (4) modify or alter the conditions or terms under which any policy form may be sold or regulate its sale in any way; (5) discontinue or withdraw any policy form from any state, without prejudice to continue such form elsewhere; or (6) cease doing business in any state.

Upon written notice, mailed to you at your last known address, we shall have the right at any time and from time to time to increase or decrease the rate of commissions and other compensation on any or all of the policy forms then being issued by us whether or not listed in this Agreement.

- B. VOLUNTARY TERMINATION.** Either of the parties hereto may terminate this Agreement, without stating any cause, by mailing to the other party at their last known address a notice of termination which shall be effective fifteen days from mailing.
- C. AUTOMATIC TERMINATION.** This Agreement terminates automatically: (1) if you are an individual, upon your death; (2) upon revocation, termination or non-renewal of any license(s) granted by any state insurance regulatory authority, state securities authority or FINRA; (3) if you are a partnership, upon the death of any partner or any change in the partners composing the firm, or dissolution of the partnership for any reason; (4) if you are a corporation or limited liability company, upon your dissolution or disqualification to do business under applicable state laws; or (5) upon your filing a petition for bankruptcy or one being filed for you, or your being adjudged bankrupt or by your executing a general assignment for the benefit of creditors.
- D. TERMINATION FOR CAUSE.** We may terminate this Agreement for cause by mailing notice of such termination to you at your last known address and that termination shall be effective upon mailing. For cause termination shall be: (1) breach of the terms of this Agreement; (2) violation of any applicable laws or regulations relating to the activities contemplated by this Agreement; (3) inducing or attempting to induce a Producer to terminate its appointment with us; (4) inducing or attempting to induce any owner of an Annuity Contract to exchange, surrender, or take a withdrawal or loan from, the Annuity Contract and use all or part of the proceeds to purchase another annuity contract; (5) misappropriation or commingling of our funds; and (6) engaging in a fraudulent act or misrepresenting policy benefits or premiums. In determining cause for termination, we shall use discretion in gathering facts and information and notify you of our decision in the termination letter written to you.
- E. ACTIONS FOLLOWING TERMINATION.** Upon the termination of this Agreement, you agree not to induce or attempt to induce any owner of an Annuity Contract to exchange, surrender, or take a withdrawal or loan from, the Annuity Contract and use all or part of the proceeds to purchase another annuity contract.

IV. GENERAL PROVISIONS

- A. INDEBTEDNESS.** Any advance, loan, annualization of compensation, or extension of credit from us to you shall constitute a general indebtedness of yours to us. The entire indebtedness, plus such interest as we shall specify or that

may be required by law, as shown in our ledger accounts, may be deemed due and payable at any time and we may exercise any rights or remedies thereunder, including but not limited to, charging to you all attorney's fees or other collection expenses, as permitted by law. Your indebtedness is a first lien against any and all compensation hereunder. We may offset any indebtedness of yours to us against your compensation under this Agreement or against any funds payable by any company in the Security Benefit Group of Companies to you.

- B. BONDING/INSURANCE.** You agree to furnish and maintain a satisfactory surety or indemnity bond should one be required by law or should we require it. In addition, at our request, you may also be required to maintain errors and omissions insurance coverage in such amounts as we shall designate.
- C. INSPECTION/AUDIT.** You agree to make available to us or any person acting on our behalf any Producer who is recognized on our books and records as assigned to you and to allow us or any person acting on our behalf to inspect or audit your records with respect to any Annuity Contract or to those of any Producer who is recognized on our books and records as assigned to you.
- D. WAIVER.** Our forbearance or failure to exercise any rights hereunder or insist upon strict compliance herewith shall not constitute a waiver of any right, condition or obligation of you under this Agreement.
- E. PRINTED MATTER.** We will furnish forms, circulars and other printed matter we deem necessary to conduct the business anticipated hereunder. Advertising of any nature (including material used for the recruitment, training and education of producers in connection with the sale of SBL's products) not supplied by us shall be used by you only after you have received our written approval. Likewise, you may use our name and trademark only with our written approval.
- F. COLLECTION OF MONEY.** You are authorized to accept the first premium for us for the Annuity Contracts you write for us under this Agreement. Receipts for premiums must be on the forms furnished by us for that purpose. You shall immediately remit to us all money received or collected on our behalf, and such money shall be considered as our funds held in trust by you. If a check upon which you are the maker is dishonored upon presentation for payment by us, you will become indebted to us for that amount.
- G. RIGHTS OF REJECTION AND SETTLEMENT.** We reserve the right to reject any and all applications and collections submitted hereunder, to discontinue writing any form of Annuity Contract, to take up and cancel any Annuity Contract and return the premium or any part thereof. In the event of such rejection or cancellation, your commission on the premium affected thereby shall be charged against your earnings or, upon demand, paid to us. It is the intention of the parties to this Agreement that you shall be entitled to receive commissions as herein provided only upon or related to such premium payments as shall actually be received and retained by us.
- H. LIMITATION OF AUTHORITY.** Your authority shall extend no further than as is stated in this Agreement. You shall not: (1) make, alter, modify, waive, or change any terms of any Producer contract; (2) make, alter, modify, waive or change any question, statement or answer on any application for Annuity Contract, the terms of any receipt given thereon, or the terms of any Annuity Contract; (3) extend or waive any provision of any Annuity Contract; (4) incur any debts or liability for or against us; (5) receive any money for us except as herein stated or as you may be specifically authorized; (6) become the primary delivery address for any communication with Annuity Contract owners or beneficiaries; or (7) deposit, endorse, or otherwise negotiate any checks from the proceeds of an Annuity Contract, including, but not limited to, loans, full or partial surrenders, withdrawal benefits, death benefits or annuitization, whether or not with the owner's or beneficiary's authorization, or to delay the delivery of such checks.
- I. PRIOR AGREEMENTS.** This Agreement shall supersede any and all prior agreement(s) between you and us in relation to the Annuity Contracts; it being understood, however, that all obligations to us previously incurred or assumed by you and liens created in connection therewith still exist and shall attach hereto.
- J. ASSIGNMENT.** Neither this Agreement nor any of the benefits to accrue hereunder shall be assigned or transferred, either in whole or in part (except a transfer of commissions effective upon your death) without our prior written consent. Any assignments shall be subject to a first lien to us for any indebtedness owed to us.
- K. REBATING.** You shall not, under any circumstances whatsoever, pay or allow any rebate of premiums or commissions in any manner, directly or indirectly, nor shall you accept business from or pay any commissions to: (1) a producer whose name does not duly and rightfully appear on the application; or (2) any person who is not a licensed representative of us.
- L. PARTNERSHIPS.** When you are a partnership, any reference made to you as an individual shall be deemed to mean the partners both jointly and severally as applicable.

M. COMPLAINTS AND INVESTIGATIONS. You shall transmit to our General Counsel at our Home Office by certified mail within 24 hours after receipt, any paper served upon you in connection with any customer, insurance regulator, or securities regulator, complaint, proceeding, hearing or action arising in connection with any Annuity Contract issued by us. In addition, you agree to cooperate fully in any insurance or securities regulatory investigation or proceeding or judicial proceeding. Any failure on your part to comply with this provision which causes additional loss or expense to us shall be reimbursed by you to us. This Complaints and Investigations provision shall survive the termination of this Agreement.

N. INDEMNIFICATION. You shall indemnify and hold harmless SBL and its affiliates from any liability, loss, cost, claim or damages caused by breach of this Agreement, unauthorized act, failure to comply with SBL's Rules and Practices, failure to comply with all applicable laws and regulations in conducting business under this Agreement, or negligence or misconduct, by you, your officers, directors, employees or agents. You shall be responsible to us for the acts of all Producers whom you recruited and we appointed, including any payment owed by any such Producer or any breach by any such Producer of the Producer's agreement with us.

In the event of any of the foregoing, you shall reimburse SBL and its affiliates for any legal or other expenses reasonably incurred by SBL or its affiliates in connection with their investigation and defense of any such loss, cost, claim, damage or liability, or of any proceeding or action resulting from those matters. This Indemnification provision shall survive the termination of this Agreement.

O. ENTIRE AGREEMENT. The foregoing represents the entire agreement between the parties and we shall not be bound by any other promise, agreement, understanding or representation unless it is made by an instrument in writing, signed by the parties or is in the form of a written notice from us to you which expresses by its terms an intention to modify this Agreement.

P. CONSTRUCTION AND VENUE. This Agreement shall be construed and its provisions interpreted based upon the laws of the State of Kansas without giving effect to principles of conflict of laws. Any action regarding this Agreement or the services you perform under this Agreement shall be brought in Shawnee County, Kansas; provided, however, that we shall be entitled to bring in any other jurisdiction such action as is necessary to protect, preserve and realize our interest in your assets located in such other jurisdiction.

Q. WAIVER OF JURY TRIAL. The parties waive all rights to trial by jury in any action, proceeding, or counterclaim action regarding this Agreement or the services you perform under this Agreement.


R. EFFECTIVE DATE. This Agreement shall take effect as shown below, if you have been duly licensed in the appropriate jurisdiction(s) to perform the functions anticipated herein, and if it is executed by all parties below. This Agreement shall be governed by the laws of the State of Kansas.

S. SEVERABILITY AND SAVING CLAUSE. If it should appear that any term of this Agreement is in conflict with any rule of law, statute, or regulation, in effect in any state where you write or solicit business for us, then any such term shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be deemed modified to conform to such rule of law, statute, or regulation. The existence of any such apparent conflict shall not invalidate the remaining provisions of this Agreement.

T. NOTICES. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or mailed to the party receiving such notice at its last known address.

SECURITY BENEFIT LIFE INSURANCE COMPANY

Print Name of General Agent
(Name on License)
 Individual Partnership
 Corporation Limited Liability Company



By _____

Signature of Independent Marketing Organization
(Officer if a Corporation)

President, Retail Retirement

Title

Signature of Partner or Corporate Secretary
(as appropriate)

Date

Date

Effective Date of Agreement:



GENERAL AGENT AGREEMENT
COMMISSION SCHEDULE
SECURITY BENEFIT LIFE INSURANCE COMPANY
Lighthouse Select Annuity

Effective Date:

General Agent:

COMMISSIONS - This Commission Schedule is hereby made part of and amends the General Agent Agreement (the "Agreement") between Security Benefit Life Insurance Company ("SBL") and the General Agent named above ("General Agent") and commissions payable hereunder are subject to the provisions contained in the Agreement and this Commission Schedule for the Lighthouse Select Annuity (the "Contract").

The rate of commission will vary based upon the commissionable event, which may be a Purchase Payment or a Reinvestment. A Purchase Payment is premium added to the Contract. A Reinvestment is (1) the allocation of existing Account Value at the end of the Account's Withdrawal Charge period to a new Guarantee Period, other than the One Year Renewal Guarantee Period or (2) the allocation of Account Value from the One Year Renewal Guarantee Period to any other Guarantee Period, provided that such Account Value is not in the One Year Renewal Guarantee Period as the result of a transfer from another Guarantee Period pursuant to a Free Withdrawal.

This Commission Schedule applies only to Contracts written by Producers recognized on SBL's books and records as being in the General Agent's hierarchy, including Contracts written by General Agent itself (if any). The amount of commission paid with respect to each allocation of a Purchase Payment or a Reinvestment will be equal to the amount applied to a Guarantee Period multiplied by the appropriate commission rate as set forth herein.

Commission on Purchase Payments:

Table with 3 columns: Guarantee Period, Attained Age *, General Agent Commission. Rows include 5 Year Guarantee Period for age groups 0-79, 80-84, and 85-90 with commission rates of 2.50%, 1.25%, and 0.625% respectively.

Table with 3 columns: Guarantee Period, Attained Age *, General Agent Commission. Row includes 6 Year Guarantee Period for age group 0-79 with a commission rate of 2.25%.

6 Year Guarantee Period	80-84	1.15%
6 Year Guarantee Period	85-90	0.60%

Guarantee Period	Attained Age *	General Agent Commission
1, 2, 3, 4, 7, 8, 9 and 10 Year Guarantee Period	0-79	3.50%
1, 2, 3, 4, 7, 8, 9 and 10 Year Guarantee Period	80-84	1.75%
1, 2, 3, 4, 7, 8, 9 and 10 Year Guarantee Period	85-90	0.875%

*In some states, Purchase Payments after a specified age, typically age 84 or 85, are not permitted.

No compensation will be paid by SBL to the Producers in General Agent's hierarchy. Any compensation to such Producers shall be paid by General Agent and General Agent shall indemnify and hold harmless SBL with respect to any claims for compensation by such Producers.

Commission on Reinvestments:

Guarantee Period	Attained Age *	General Agent Commission
5 Year Guarantee Period	0-79	2.00%
5 Year Guarantee Period	80-84	1.00%
5 Year Guarantee Period	85-90	0.50%

Guarantee Period	Attained Age *	General Agent Commission
6 Year Guarantee Period	0-79	1.75%
6 Year Guarantee Period	80-84	0.85%
6 Year Guarantee Period	85-90	0.45%

Guarantee Period	Attained Age *	General Agent Commission
1, 2, 3, 4, 7, 8, 9 and 10 Year Guarantee Period	0-79	2.75%
1, 2, 3, 4, 7, 8, 9 and 10 Year Guarantee Period	80-84	1.375%
1, 2, 3, 4, 7, 8, 9 and 10 Year Guarantee Period	85-90	0.75%

No compensation will be paid by SBL to the Producers in General Agent's hierarchy. Any compensation to such Producers shall be paid by General Agent and General Agent shall indemnify and hold harmless SBL with respect to any claims for compensation by such Producers.

TRANSFER OF SBL CONTRACT VALUES (INTERNAL EXCHANGES) – SBL does not encourage exchanges; however, there may be times that another SBL product may better meet a client's needs. As a result, we may, at our discretion, compensate General Agent for assisting clients (indirectly through a Producer in General Agent's hierarchy) in reevaluating their financial needs and making an exchange to a Contract. The commissions, if any, available to General Agent in these situations will be determined by SBL. However, in the absence of a written agreement by SBL to pay a commission in connection with such an exchange, no commission will be paid to General Agent upon the exchange of an SBL product to a Contract.

COMMISSION CHARGEBACK PROVISIONS - Commission chargebacks will apply to all Withdrawals from the Contract during the 18 months following each Purchase Payment and each Reinvestment. The chargeback with respect to a partial Withdrawal shall apply to the amount withdrawn from the Contract that is in excess of the Free Withdrawal Amount under the Contract. During the first 12 months since a Purchase Payment or Reinvestment was made, the amount of the chargeback with respect to a partial Withdrawal is 100% on the amount that is in excess of the Free Withdrawal Amount. During months 13 through 18 from the date of a Purchase Payment or Reinvestment, the amount of the chargeback with respect to a partial Withdrawal is 50% on the amount that is in excess of the Free Withdrawal Amount. The chargeback with respect to a full Withdrawal shall apply to the full amount Withdrawn from the Contract. During the first 12 months since a Purchase Payment or Reinvestment was made, the amount of the chargeback on a full Withdrawal is 100% of the commission paid. During months 12 through 18 from the date of a Purchase Payment or Reinvestment, the

amount of the chargeback on a full Withdrawal is 50% of the commission paid. The order in which Purchase Payments and Reinvestments are withdrawn from the Contract in order to fund an Owner's Withdrawal request shall apply in determining whether commissions are to be charged back to General Agent.

There is no chargeback in the event that a death benefit becomes payable under a Contract.

SBL reserves the right to charge back any commissions paid on any Contract when the Contract is not accepted. Commission chargeback provisions shall survive termination of the Agreement.

ANNUITIZATION SERVICE FEE - If a Contract written by Producer in General Agent's hierarchy is annuitized under a life contingent annuity option or under a fixed-period option of at least 10 years, an annuitization service fee of 2.5% of the amount applied to such annuity option will be paid to General Agent. Notwithstanding the foregoing, an annuitization fee will not be paid if annuitization occurs before the end of the fifth Contract Year.

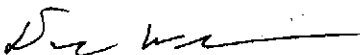
CHANGE OF PRODUCER/GENERAL AGENT – A Contract Owner shall have the right to designate a new producer or general agent to service his or her account, or to terminate General Agent or a Producer in General Agent's hierarchy without designating a replacement, by sending written notice of such designation or termination to SBL. After receipt by SBL of (i) notice of such termination or (ii) the designation of a new producer or general agent, no further commissions and/or overrides shall be payable to General Agent on Purchase Payments made to the Contract or on Reinvestments in the Contract.

CHANGE OF COMMISSION SCHEDULE - Notwithstanding any other provision of the Agreement to the contrary, the following provisions shall apply. SBL reserves the right at any time, with or without notice, to change, modify or discontinue the commission rates applicable under this Commission Schedule. However, except as provided in the immediately succeeding sentence, any such change will apply only to commissions on Purchase Payments and Reinvestments made after the effective date of such change. In the event that there is a change in this Commission Schedule, the commission rate applicable to each allocation of a Purchase Payment received as part of SBL's rate-lock program will be determined as of the date the paperwork associated with the rate-lock program is signed by the Owner, provided that the interest rate applicable in such instance is higher than the rate would be without the rate-lock program.

NO THIRD-PARTY BENEFICIARIES – No provision of the Agreement or this Commission Schedule is intended to benefit in any manner whatsoever, any person not a party to the Agreement as a third-party beneficiary and shall not be so construed.

THIS COMMISSION SCHEDULE replaces any previous Commission Schedule for the Contract as of the Effective Date set forth above. Submission of an application for a Contract after the Effective Date set forth above constitutes acceptance of this Commission Schedule.

SECURITY BENEFIT LIFE INSURANCE COMPANY



By: _____

Title: President, Retail Retirement

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

AGENT INDEBTEDNESS AGREEMENT

This Agent Indebtedness Agreement (this "Agreement"), effective as of [_____] is between BHC Marketing, Inc. ("BHC"), with its offices located at 1585 Sawdust Road, Ste. 130, The Woodlands, Texas 77380 and [_____] , an individual or business (the "Agent"), including the down line hierarchy, if any. The Agent conducts business at the address set forth under such Agent's name on the signature page of this Agreement. BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

1. Definitions.

- a) "BHC Insurance Customer" means any insurance company with which BHC has contractually committed, either prior to or after the date of this Agreement, to recruit agents to market and sell insurance products on behalf of such insurance company and with which the Agent is not affiliated with through BHC prior to the execution of this Agreement.
- b) "BHC Insurance Customer Contract" means a contract to which the Agent and a BHC Insurance Customer are parties and under which the Agent is to market and sell insurance products on behalf of the BHC Insurance Customer and such BHC Insurance Customer is to compensate the Agent for such selling and marketing.

2. Recitals.

BHC is, and will be, a party to certain contracts with BHC Insurance Customers under which BHC recruits, and will recruit, agents for such BHC insurance Customers; and

The result of such recruiting may be a BHC Insurance Customer Contract; and

From time to time, BHC Insurance Customers, pursuant to a BHC Insurance Customer Contract, may advance commissions to the Agent, charge back commissions previously paid to the Agent, lend money to the Agent or agree to other terms under which the Agent will become indebted to the BHC Insurance Customer (the "Agent Indebtedness"); and

BHC may, from time to time, be asked by the BHC Insurance Customer to guarantee the Agent Indebtedness or to repay, on behalf of the Agent, the Agent Indebtedness; and

BHC and the Agent, in consideration of the premises and mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by BHC and the Agent, agree as follows:

3. Repayment of Agent Indebtedness. BHC and the Agent agree that the Agent is responsible for the Agent Indebtedness, that the Agent shall repay such Agent Indebtedness pursuant to the terms of the BHC Insurance Customer Contract or pursuant to any other agreement or arrangement between the Agent and the BHC Insurance Customer, and that, in the event BHC pays to the BHC Insurance Customer any amount of the Agent Indebtedness, the Agent shall reimburse BHC for such amount within 30 days after receipt of notice from BHC. The Agent agrees to pay all costs of collection, including attorney fees, incurred by Company or its successors or assigns in collecting any Agent indebtedness.
4. Term. This Agreement shall become effective on the date first above written and shall continue thereafter until terminated by BHC upon written notice to the Agent; provided, however, that upon such termination, the indemnification set forth in Section 6 shall survive such termination for the maximum period permitted by applicable law.
5. Independent Contractor. The Agent agrees that the Agent will perform all services under this Agreement and the BHC Insurance Customer Contract as an independent contractor. Nothing in the Agreement or in any BHC Insurance Customer Contract will be deemed to create an employer-employee, partnership, or joint venture relationship between BHC and the Agent.
6. Indemnification. The Agent agrees to indemnify and hold BHC, its successors and assigns, and their respective directors, officers, managers, stockholders, employees, agents and representatives and all of their respective heirs, legal representatives, successors and assigns ("BHC Parties") harmless from and against any damage, claim, liability, deficiency, loss, cost or expense (including reasonable attorney's fees and interest at the highest rate permitted by law) incurred by any of the BHC Parties arising out of or relating to any breach by the Agent or this Agreement or of any BHC Insurance Customer Contract. The Agent's obligation under this Section 6 shall survive the termination of this Agreement for the maximum period permitted by applicable law.

7. **Notices.** All notices to be given hereunder shall be in writing and personally delivered, sent by certified or registered mail, return receipt requested or delivered by a nationally recognized overnight express delivery service to BHC at the address set forth in the introductory paragraph of this Agreement or to the Agent at the address set forth under the Agent's name on the signature page of this Agreement, or to such other address as BHC or the Agent shall designate by notice given to the other in accordance with this Section 7.
8. **Assignment; Binding Agreement; No Third Party Rights.** BHC may assign or delegate all or part of its rights and assign or delegate all or part of its duties in this Agreement and the BHC Insurance Customer Contract by giving written notice to the Agent. The Agent may not assign or delegate any right or assign or delegate any duty described in this Agreement or in any BHC Insurance Customer Contract to which the Agent is a party without BHC's prior written consent. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the parties hereto and the BHC Parties and their respective heirs, legal representatives, successors and permitted assigns, any rights, benefits or obligations hereunder.
9. **Severability; Entire Agreement; Modification.** If any provision of the Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement contains the entire agreement of BHC and the Agent in respect of the subject matter hereof and cancels all prior agreements, oral or written, related to the subject matter hereof. This Agreement may not be modified except by an instrument in writing executed by BHC and the Agent.
10. **Applicable Law; Jurisdiction; Service of Process.** This Agreement will be deemed for all purposes to have been made and entered into in the State of Texas. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon BHC of the Agent under this Agreement will be governed by the laws of the State of Texas. Each of BHC and the Agent irrevocably (a) consents to the jurisdiction of the courts of the State of Texas and of any Federal courts located in the State of Texas in connection with any action, suit or other proceeding arising out of or relating to this Agreement or any act taken or omitted hereunder; (b) waives and agrees not to assert in any such action, suit or other proceeding that such party is not personally subject to the jurisdiction of such courts, that the action, suit or other proceedings is brought in an inconvenient forum or that the venue of the action, suit or other proceeding is improper; waives personal service of any summons, complaint or other process; and (d) agrees that the service thereof may be made by certified or registered mail directed to such party at such party's address for purposes of notices hereunder.
11. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

IN WITNESS WHEREOF, each of BHC and the Agent have executed this Agreement to be effective as of the date first set forth above.

BHC:
BHC Marketing, Inc.

By: _____
Michael Tanguay, VP, Chief Compliance Officer

AGENT:

Signature: _____

Print Name: _____

Address: _____

Email: _____