

FSD Insurance Services
 Fax: 818-881-6973
 Email: darren@fsdfinancial.com

Independent Agent/Agency Appointment Form

WHOLESALE CODE:
SPECIAL CODE: (OFFICE USE ONLY)

MAILING INSTRUCTIONS

Return this form and required documents to:

W&S Financial Group Distributors, Inc., 303 Broadway, Cincinnati, OH 45202-4203

For Assistance Call:

[800.804.4465]

NEW APPOINTMENT REQUEST

AGENT/FIRM INFORMATION UPDATE

HIERARCHY

Please tell us how you sell the following product lines-complete all that apply.

To be completed by producer, marketing organization or broker-dealer prior to submission to insurance company.

Fixed Deferred and Immediate Annuities

COMPLETE THIS SECTION

If you sell your **Fixed
Deferred and Immediate
Annuities** through a
Marketing Organization.

Marketing Organization or Broker-Dealer Name :

FSD Insurance Services

(Note: We cannot facilitate Marketing Organizations
overriding Broker-Dealers for this product line.)

Fixed Indexed Annuities

COMPLETE THIS SECTION

If you will sell your **Fixed
Indexed Annuities**
through your Marketing
Organization and **NOT**
through a broker Dealer.

Marketing Organization Name :

N/A

COMPLETE THIS SECTION

If you will sell your **Fixed
Indexed Annuities** through
your Broker-Dealer and a
marketing organization.

Broker-Dealer Name :

Not Available

Marketing Organization Name :

Not Available

(Note: Broker-Dealers under marketing organizations are
available to top tier firms for indexed annuities only. Please
confirm with your Marketing Organization that this option is
available)

Variable Annuities

COMPLETE THIS SECTION

If you wish to be appointed
for Variable Annuities.

Broker-Dealer Name :

N/A

APPOINTMENT

<input type="checkbox"/> APPOINT AGENT	Agent Name	Other Names Known By (i.e., maiden)		
Agent Address		City	State	Zip
County	Agent Phone Number	Date of Birth	Social Security/Tax ID Number	
Email (required)		NAIC/National Producer Number (if known)		
<input type="checkbox"/> APPOINT AGENCY	Agency Name	Agency Tax ID Number		
Agency Address		City	State	Zip
County	Agent Phone Number	Fax		
Email (required)				

Please attach a copy of your state insurance licenses for the states where you wish to be appointed. In NY, ME, VT and NH, you will be appointed with National Integrity Life Insurance Company. In all other states you will be appointed with Integrity Life Insurance Company.

MAILING OR COMMISSION INSTRUCTIONS

Special mailing or commission instructions:

List those states where you wish to be appointed:

ASSIGNMENT OF COMMISSION

Check box if commission is to be assigned.

Assign entire commission to (please print name):

Agent/Firm ID Number

COMMISSION PAYMENT

Please pay my commission by: (select one option)

Daily Electronic Funds Transfer ("EFT"). This is the default option if no option is selected.

Semi-Weekly - check one EFT or Check

Weekly - check one EFT or Check

If you selected one of the EFT options, please complete the section below.

Financial Institution (Bank) Information Checking Account Savings Account

Attach a voided check or copy of a voided check OR complete the bank information below.

Bank Name		Bank Phone Number		
Bank Address		City	State	Zip
Account Number		ABA Routing Number		

CERTIFICATION & ATTESTATION

I certify that the information furnished above is true and complete and that I have not concealed any information. I understand that WSFGDI will rely on this information in determining whether to appoint me. I understand and agree that WSFGDI may terminate my appointment(s) if any statement herein is found to be incorrect and/or incomplete. **I certify that I have never been convicted of a felony involving dishonesty or breach of trust and I agree that I will immediately notify WSFGDI in writing in the event that I become convicted of, or plead guilty to, or enter a plea of no contest to such felony subsequent to the date hereof.**

I certify that I am currently covered by Errors and Omissions insurance for the lines of business I will sell under the terms of the applicable WSFGDI selling agreement. I will continue such coverage as long as I am appointed with WSFGDI.

I, the undersigned Applicant, hereby further authorize and request each of my former employers and each of the insurance companies with which I have ever been affiliated to furnish to The WSFGDI and any affiliated companies any information which such employer or insurance company possesses regarding me. I release any former employer and/or insurance company from any liability by complying with a request for information pursuant to this authorization.

Federal Law requires that WSFGDI inform you that an investigative consumer report may be prepared on you, which may include information concerning character, general reputation, personal characteristics and mode of living. You have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of the investigation conducted by WSFGDI. You can obtain this report by submitting a written request to the W&S Financial Group Distributors, Inc., Enterprise Licensing Department, 303 Broadway, Cincinnati, OH 45202 or licensingintegrity@integritylife.com.

As part of WSFGDI's routine agent appointment procedure, an investigative consumer report, criminal records check, state insurance reports, and other reports and checks may be obtained about you. By signing this document, you authorize WSFGDI to perform a background investigation including, but not limited to, credit reports, Social Security number verification, criminal records checks, state insurance reports, public court records checks, driving records checks, verification of employment positions held, and any other public records. This information may be obtained, in part, through a consumer reporting agency, state insurance departments, state insurance and national insurance licensing databases, Vector One, and FINRA. I understand and agree that WSFGDI may share the above information and any information collected as part of its routine agent/agency appointment procedure with its subsidiaries and affiliated companies. I hereby release The WSFGDI and the Western and Southern Financial Group, its officers, directors, employees, agents, subsidiaries, parent companies, affiliates, successors and assignees from any and all claims and liability whatsoever arising from the collection, use, and/or aforementioned sharing of the information requested pursuant to this authorization. I specifically waive any notice from any present or former employer or insurance company who may provide information based on this authorization request and release from any liability any former employer, insurance company, person or entity that provided information to the WSFGDI for this investigation.

Upon signing this document I attest that I have been given a copy of the Summary of Consumer Rights.

I authorize Integrity Life Insurance Company or National Integrity Life Insurance Company to credit my account for any future payments at the aforementioned named financial institution. This agreement will remain active until written notification is received and in such a time as to afford the company reasonable opportunity to act on my request. I authorize the bank to debit my account and to refund any overpayments by the company. **If my bank changes, I will notify the Licensing Department as soon as possible at the addresses or fax number above.**

This WSFGDI Appointment Form, including without limitation the Certification, Authorizations and releases, in faxed, photocopied or electronic form will be as valid as the original. A faxed or electronically transmitted signed document to WSFGDI has the same legal force and effect as the original signed document and once received is the controlling record.

Name (Please print)

Signature

Date

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) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
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.

Social security number											
				-			-				
Employer identification number											
				-							

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

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), and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

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.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

REQUIRED DOCUMENTS

Did you attach:

- Anti-Money Laundering (AML) training certificate dated within the last two year period Yes No
If you used LIMRA for AML training within the past two year period please check here
(no certificate required.)
- State required Annuity Suitability Continuing Education certificate Yes No Not required in my state
- Copies of your state insurance licenses for the states where you wish to be appointed Yes No
- Completed W9 form Yes No

ATTENTION ADVISOR-PLEASE RETAIN THIS FOR YOUR FILES

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

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

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

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

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

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

TYPE OF BUSINESS:	CONTACT:
<p>1.</p> <p>a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:</p>	<p>a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423</p>

TYPE OF BUSINESS:	CONTACT:
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 406 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

Additional Information about the Fair Credit Reporting Act

The Summary of Your Rights provided above does not reflect certain amendments contained in the Consumer Reporting Employment Clarification Act of 1998. The following additional information may be important for you:

- Records of convictions of crimes can be reported regardless of when they occurred.
- If you apply for a job that is covered by the Department of Transportation’s authority to establish qualifications and the maximum hours for that job and you apply by mail, telephone, computer, or other similar means, your consent to a consumer report may validly be obtained orally, in writing, or electronically. If an adverse action is taken against you because of a consumer report for which you gave your consent over the telephone, computer, or similar means, you may be informed of the adverse action and the name, address and phone number of the consumer reporting agency, orally, in writing, or electronically.

NY Residents Only

New York Corrections Law Article 23-A

LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY CONVICTED OF ONE OR MORE CRIMINAL OFFENSES

Section 750. Definitions.

Section 751. Applicability.

Section 752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited.

Section 753. Factors to be considered concerning a previous criminal conviction; presumption.

Section 754. Written statement upon denial of license or employment.

Section 755. Enforcement.

§ 750. Definitions. For the purposes of this article, the following terms shall have the following meanings:

- (1) “Public agency” means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) “Private employer” means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) “Direct relationship” means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) “License” means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that “license” shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.

(5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

§ 751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§ 752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

(1) there is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

§ 753. Factors to be considered concerning a previous criminal conviction; presumption.

1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.
- (f) The seriousness of the offense or offenses.
- (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
- (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§ 754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§ 755. Enforcement.

1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules.

2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

Selling Agreement

COM CODE:

Parties

This document will be referred to as the "**Agreement**." The applicant may be an agent, agency or broker-dealer, but will be referred to throughout this Agreement as "**Agent**," "**you**," or "**your**." Any person or entity whose commission or other type of compensation you receive from us to pass through to the person or entity, in full or in part, is referred to as "**Subagent**" and collectively as "**Subagents**," whether that person or entity is an insurance agent or agency, registered representative or broker dealer.

The entity appointing you is W&S Financial Group Distributors, Inc., distributor of fixed annuities and life insurance and/or Touchstone Securities, Inc., distributor of variable annuities. W&S Financial Group Distributors, Inc. and/or Touchstone Securities, Inc. are referred to throughout this Agreement, both individually and collectively, as "**WSFGD**." WSFGD will appoint you pursuant to contracted authority from, and enters into this Agreement on behalf of, the insurance companies listed below:

Integrity Life Insurance Company
National Integrity Life Insurance Company
Western-Southern Life Assurance Company
The Western and Southern Life Insurance Company

The above insurance companies are referred to throughout this Agreement, both individually and collectively, as "**Company**."

WSFGD and Company are referred to throughout this Agreement, both individually and collectively, as "**Distributor**," "**we**," "**us**," or "**our**."

Terms and Conditions

This Agreement is between WSFGD, on behalf of itself and Company, and you, Agent. WSFGD will appoint you as agent of the Company to solicit and sell certain life insurance policies and annuity contracts (collectively referred to as "**Contracts**") that are described on the attached compensation schedules.

The term of this Agreement begins on the date it is accepted and executed by WSFGD (the "**Effective Date**") and will continue until terminated.

This Agreement includes all sections of this Agreement, any attached supplements and compensation schedules (as amended from time to time and also referred to as commission schedules), and all other schedules, exhibits, supplements or addenda to this Agreement now or hereafter appended, all of which are fully incorporated herein by reference.

1. **RELATIONSHIP.** The relationship between you and us is that of an independent contractor. Nothing contained in this Agreement makes you, your employees, associated persons or Subagents, employees of Distributor.
2. **AUTHORITY AND RESPONSIBILITY OF AGENT.** You are authorized and agree to perform the following services.
 - (a) You will, personally and/or through Subagents, solicit sales of Contracts in those jurisdictions where the Contracts are authorized for sale by the Company, obtain completed applications for the Contracts on forms provided by Company, and collect the full initial premiums, in accordance with our rules and guidelines, which may change from time to time. You and Subagents will promptly remit to us all applications and the full amount of all premiums, without setoff, demand or deduction except as otherwise provided in this Agreement.
 - (b) You will recommend to WSFGD prospective Subagents to solicit Contracts on behalf of Company. If a Subagent recommended by you for appointment is approved and appointed by us, such Subagent will be assigned to you until such assignment is terminated by you, Subagent or us. A Subagent is deemed under your supervision as long as you receive and pass through, in whole or in part, such Subagent's compensation and during that time, you are responsible for the acts and omissions of the Subagents in connection with activities relating to this Agreement. You will inform us promptly when a Subagent terminates his or her contract.
 - (c) You and Subagents will make reasonable efforts to maintain the Company's Contracts in force and to provide reasonable assistance to the Company's Contract owners.
 - (d) You will be governed strictly by and comply with, disseminate to Subagents, and cause Subagents to comply with, Company's instructions, rules and requirements, including, without limitation, underwriting rules, any market conduct guidelines and standards and training requirements. In the event of any dispute between the parties as to the interpretation of any Company instructions, rules and requirements, Distributor, in its sole discretion, will resolve any such dispute.



A member of Western & Southern Financial Group

- (e) You will comply, and ensure that Subagents comply, with all applicable privacy, insurance, securities and other applicable laws and the rules of any self regulatory body governing activity covered by this Agreement.
 - (f) You will understand and ensure that Subagents are trained to understand the terms and conditions of the Contracts.
 - (g) You will ensure that each transaction initiated by you, your employees or Subagents that is related to a Contract is authorized, in writing, by the Contract Owner.
 - (h) You will keep, and will ensure that Subagents keep, such records in such form as may be reasonably required by us and as required under applicable laws. All records required to be kept under this Agreement and applicable law will be maintained at the principal place(s) of Agent's or Subagent's business, as applicable, in good and readily accessible condition. These records will be available during to us or our authorized representative during normal business hours.
 - (i) You, and Subagents, each will pay your own expenses incurred in the performance of this Agreement.
 - (j) You will deliver policies and documents to customers within 10 days of receipt (unless relevant laws or regulations require delivery sooner) and secure and maintain delivery receipts if required by us or by law.
 - (k) You will, and will ensure that Subagents, promptly notify us in writing of any customer complaint of which you are aware or should reasonably be aware, related to WSFGD, Company, Company's products or any activity of Agent or Subagent related to or covered by this Agreement. You or Subagent, as applicable, will respond to any request from us for explanation or documentation necessary to respond to inquiries or complaints from customers or regulators within the time period requested.
 - (l) You will secure and maintain in force the necessary licenses, registrations and appointments for yourself and ensure that each Subagent has and maintains the necessary licenses, registrations and appointments.
 - (m) You will, and will ensure that Subagents, promptly advise us if you become aware of any change in insurability of an insured under one of the Company's Contracts.
 - (n) You will, and ensure that subagents will, maintain errors and omissions insurance coverage with a liability limit of \$1,000,000 or greater. Coverage must insure against any negligent act, error or omission by you or any person employed by you in the rendering of services related to the product lines sold or serviced under this Agreement. You will provide proof of such coverage upon our request.
3. **LIMITATIONS ON AGENT'S AUTHORITY.** The authority granted to you does not permit you or Subagents to do, or to represent yourselves as having such authority to do, any of the following.
- (a) You will not, and will ensure that Subagents do not, (i) waive, make or modify any terms, rates, conditions or limitations of, or approve evidence of insurability under, any Contract or form provided by the Company; (ii) adjust, settle or admit liability on any claim or enter into any legal proceedings pertaining to our business unless authorized in writing by Distributor; (iii) incur any debt or expense on our behalf; (iv) bind us by any promise or agreement; (v) collect any money for us except the collection of the first premium on the Contracts; (vi) exercise any authority on our behalf other than as expressly authorized by this Agreement; or (vii) extend the time for any premium payment.
 - (b) You will not pay or allow, or offer to pay or allow, any rebate of premium or any other consideration as an inducement to any person to purchase, continue, renew, or exchange a Contract that is not specified in the Contract. You will ensure that Subagents comply with this limitation.
 - (c) You will not, and will ensure that Subagents do not, publish, alter, circulate or use in any manner any advertisements, sales literature, policy analysis, proposals, illustration, performance data or other material, whether printed or electronic, which refers to WSFGD, Company, any affiliate of Company or any product or service of Company or any affiliate of Company, without our prior written consent. Further, neither you nor Subagents will use outdated advertisements, sales literature, policy analysis, proposals, illustration, performance data or other material, whether printed or electronic, even if the material was previously approved by us, without our prior written consent.
 - (d) You will not engage in any activity, and cause Subagents not to engage in any activity, prohibited by federal or state privacy, insurance, securities and other applicable laws, or the rules of any self regulatory body governing activity covered by this Agreement.
 - (e) You will not, and will ensure that Subagents do not, conduct any business or make any representations on behalf of any specific Company in any state where the specific Company is not authorized, admitted or otherwise licensed to do business.
 - (f) You will not, and will ensure that Subagents do not, deliver any life insurance policy if you know or reasonably should have known that the applicant is at the time not in good health and insurable.
 - (g) You will not, and will ensure that Subagents do not, sign an application for a Contract, as the writing agent, unless the application was personally taken by the writing agent in the presence of the applicant;
 - (h) You will not allow any Subagent or other person associated with you to solicit business on behalf of Company unless and until such person is licensed as an agent in the applicable state and has been duly appointed by Distributor as an agent of Company, unless applicable laws allow otherwise.
4. **TERRITORY.** No territory is assigned exclusively to you.
5. **DISTRIBUTOR RIGHTS.** We may, on notice to you, in its sole discretion and without recourse, take any of the following actions:
- (a) discontinue, withdraw or suspend sales of any Contract from any state or territory;
 - (b) modify or change any Contract form or the conditions or terms under which any Contract may be offered;
 - (c) modify, amend, delete or add any procedure, rule, instruction, guideline or requirement;
 - (d) cease doing business in any state;
 - (e) have reasonable access to you and your employees, associate persons and Subagents to deliver product and administrative training;
 - (f) reject applications for Contracts without specifying a reason; and
 - (g) disapprove the appointment of any Subagent proposed by you or terminate the appointment of a Subagent at any time.
6. **COMPENSATION.**
- (a) As full compensation for your services and, if applicable, the services of Subagents, Company will pay you compensation according to the attached compensation schedules, as amended by us in our sole discretion from time to time. (The term "compensation" includes up-front

commissions, trail commissions and any other payments made to you under this Agreement.) You accept full responsibility for the prompt and full payment of compensation due to each Subagent for business produced under this Agreement. You agree to hold us harmless against any claim made by a Subagent for non-payment of compensation.

- (b) We may, in our sole discretion, and on 15 days prior notice to Agent, change or terminate the compensation to be paid on any Contracts and may add Contracts and establish the rate of compensation to be paid on those Contracts. Any changes in compensation will apply only to Contracts issued on or after the effective date of the change.
 - (c) If, for any reason, Company, or any of its affiliates, refunds any premium or part of a premium of, or effects a surrender, rescission or cancellation of any Contract, during the time period specified in the applicable compensation schedule, any compensation paid to you on such premiums or Contract will be immediately repaid to us or, at our option, be deducted by us from any compensation payable to you in the future.
 - (d) The amount and the timing of payment of compensation on replacements, changes, exchanges, transfers, term renewals, conversions, premiums paid in advance, premium rate increases and other special cases will be governed by the rules of Company, unless otherwise specifically addressed in this Agreement.
 - (e) The payment of compensation will always be subject to Agent and/or its Subagents being properly licensed in the applicable state.
 - (f) No compensation will be paid on waived premium.
 - (g) No compensation will be paid if this Agreement is terminated for cause as defined in the termination section.
7. **DEBT.** We will have a first lien on any compensation due, held or becoming due under this Agreement for any debt due from you to us. Debt includes, without limitation, any advance, loan, overpayment, chargeback or annualization of compensation. We may deem the entire debt as shown in our records due and payable at any time. You hereby assign compensation from us to be applied to any debt to us when and as it becomes due. You have no right to sell, assign or transfer any compensation until our claim is satisfied. Any existing assignment will be subordinate to our claim arising after this assignment. You agree to pay interest at the legal rate on amounts that are outstanding and any collection costs incurred by us. If we retain outside counsel to collect any such debt, you will be responsible for all attorney's fees, costs and expenses incurred by us in our effort to collect from you. This Debt provision survives the termination of this Agreement.
8. **ASSIGNMENT.** No assignment of this Agreement or of any compensation due or to become due will be valid unless approved by us in advance in writing. Any assignment will be subject to any existing or future debt due to us from you and Subagents.
9. **REMITTANCES.** You are responsible for all money received or collected on behalf of Company, whether by you, your employees or Subagents. All money received will be remitted to Company as promptly as possible. All money will be held by you in a fiduciary capacity for us until remitted in full to Company and will not be misappropriated, commingled, or withheld from us.
10. **INDEMNITY.**
- (a) Each party will defend and indemnify and hold harmless the other and its affiliated companies, officers, directors, employees, agents and control persons, with respect to any and all losses, damages, unjust enrichment, liabilities, claims or expenses (including reasonable attorney's fees) arising from the breach of any provision of this Agreement, failure to comply with applicable laws or wrongful act or omission by such party or its affiliated companies, officers, directors, employees, agents and control persons.
 - (b) Distributor will under no circumstances be liable to Agent, Subagent or any third party for lost profits or lost opportunity, indirect, special, consequential, incidental or punitive damages whatsoever, even if Distributor has been advised of the possibility of such damages.
 - (c) This Indemnity provision section will survive the termination of this Agreement.
11. **MATERIALS AND RECORDS.**
- (a) All materials provided to you or Subagents by us, such as advertisements, sales literature, supplies, hardware, software, applications, forms and any and all information and materials, whether in printed or electronic, pertaining to our products or services or containing our name or logo (the "**Materials**"), and the content of the Materials, will remain our sole and exclusive property. You will, and will ensure that Subagents, use the Materials only in connection with the activities specifically authorized under this Agreement.
 - (b) The Materials contain copyrights, trademarks, and other intellectual property that belongs exclusively to us or our affiliates and we retain all rights, title and interest in all intellectual property contained in the Materials. We grant you and Subagents a nonexclusive, nontransferable, limited license to use the Materials only as specifically authorized under this Agreement. You agree to notify us immediately if you become aware of any unauthorized use, copying, alteration or distribution of the Materials. This license will automatically terminate upon the termination of this Agreement.
 - (c) Immediately after termination of this Agreement, you will, and ensure that Subagents will, stop using Materials and deliver Materials to us.
 - (d) Each party will, subject to applicable law, provide reasonable access to and will cooperate with the other party in providing access to records related to the Contracts sold under this Agreement. This provision will survive termination of the Agreement.
12. **TERMINATION.**
- (a) Either party may terminate this Agreement without cause by written notice mailed or delivered to the address of the other party provided in this Agreement or subsequently updated by the parties.
 - (b) Distributor may terminate this Agreement for cause by mailing notice of termination to Agent at the address provided in this Agreement or subsequently updated by the parties and that termination will be effective upon mailing. Cause for termination includes, without limitation, any of the following actions of Agent, its affiliated companies, officers, directors, employees, Subagents or control persons: (i) violation of or noncompliance in any material respect with any of the terms of this Agreement; (ii) material violation of any applicable insurance, securities, privacy or other laws; (iii) inducing or attempting to induce a Contract owner to relinquish or replace any Contract, unless such inducement is reasonably believed to be in the best interest of the Contract owner; (iv) misappropriation or commingling of Company funds; or (v) engaging in a fraudulent act or misrepresenting Contract benefits or limitations. If this Agreement is terminated for cause, no further compensation will be paid to you after termination.
 - (c) If you are a corporation or partnership, your dissolution, bankruptcy or insolvency or assignment for the benefit of creditors will immediately and automatically, without notice, terminate the Agreement. If you are a partnership, the death of a partner will immediately and

automatically, without notice, terminate the Agreement.

- (d) A revocation or suspension of your license by any insurance department will immediately and automatically, without notice, terminate the Agreement and your rights under the Agreement, including right to further compensation, are forfeited.
- (e) If you are an individual, this Agreement will immediately and automatically, without notice, terminate upon your death. If Agreement is terminated due to your death, we will pay any compensation due to you as of your date of death.
- (f) If, after termination of this Agreement you are convicted of a felony, we will pay you no further compensation.
- (g) If Agent engages in any of the activities listed in (iii) through (v) of Section 12(b) of this Agreement either before or at any time after termination, all rights to payment of any further compensation will be forfeited.
- (h) No compensation will be paid on business submitted after termination of this Agreement.

13. CONFIDENTIAL INFORMATION AND DATA SECURITY.

- (a) All information and data communicated by us to you or Subagents, whether before the Effective Date or during the term of this Agreement, will be held in strict confidence and used solely for the purpose of activities contemplated by this Agreement. You will not use or disclose such information, other than as specifically authorized under this Agreement without our prior written consent.
- (b) The parties acknowledge that certain information made available to the other party may be deemed nonpublic personal information protected under federal and state privacy laws ("Privacy Laws"). The parties agree (i) not to disclose or use such information except as required to carry out its duties under this Agreement as permitted by the Privacy Laws; (ii) to implement and maintain an appropriate security program for the information and cause its employees, agents or contractors to implement and maintain an appropriate security program for the information; (iii) to establish and maintain policies and procedure reasonably designed to ensure the security and privacy of all such protected information; and (iii) to cooperate with the other party and provide reasonable assistance in ensuring compliance with Privacy Laws. For purposes of this section, "appropriate security program" includes, without limitation, policies and procedures designed to ensure the security and confidentiality of the information, protect against any threats or hazards to the security or integrity of the information, comply with all privacy laws and prevent the unauthorized access to or use of the information. You will ensure that Subagents comply with this provision.
- (c) Each party will immediately notify the other party in writing of any disclosure or use of the information in breach of this Agreement. Each party reserves the right upon prior written notice to review and audit the other party's policies and procedures used to maintain the security and confidentiality of the information. This provision will survive the termination of this Agreement.

14. WEBSITES AND ELECTRONIC PLATFORMS

WSFGD or its affiliates may make available websites or other electronic platforms, which may enable viewing of Contract and agent information, as well as electronic submission of transactions related to Contracts. You represent, warrant and certify that you will, and will ensure that your employees and Subagents will comply with the following terms and conditions of use of our electronic platforms.

- (a) You will ensure that each transaction initiated by you, your affiliates, employees or Subagents that is related to a Contract is authorized, in writing, by the Contract Owner.
- (b) You will supervise the usage of electronic platforms by its employees or affiliated persons.
- (c) You will not use the electronic platforms except as authorized by this Agreement and will not make the information on the electronic platforms available to any third parties.
- (d) You will ensure that functions on electronic platforms that have been password protected by us are not accessed by unauthorized persons or used inappropriately by your affiliates, employees or Subagents. Passwords for electronic platforms will be treated by you, your affiliates, employees or subagents as confidential information under Section 13 of this Agreement.
- (e) You will not intentionally, or through its gross negligence, cause any damage to or delay or interrupt the operation of electronic platforms by altering, corrupting or deleting data.

Electronic platforms hardware, software and all related intellectual property rights are the exclusive property of Distributor or its affiliates. You are not entitled to any rights thereto by virtue of your use of or access to electronic platforms.

You acknowledge that interruptions in system operation, malfunctions, slow response time, or other performance issues may occur. Further, you acknowledge that the transmission, viewing and retrieval of data files through the Internet are subject to a variety of conditions that may affect the reliability of the transaction. Accordingly, use of electronic platforms is at your risk, and electronic platforms are provided on an "as is" and "as available" basis.

LIMITATION OF LIABILITY. Except as otherwise expressly provided for herein, Distributor expressly disclaims all warranties, express or implied, statutory or otherwise, including without limitation, any implied warranties of merchantability and/or fitness for a particular purpose. Distributor will not be liable for any errors, omissions or damages claimed by Agent and/or a third party arising from the use of electronic platforms, even if the damages arise from malfunction in the electronic platforms.

We may, in our sole discretion, terminate or restrict your access to electronic platforms for the Agent for any reason, without prior notice. Further, we are not liable to you or to any third party in the event an affiliate, employee or Subagent accesses electronic platforms after they separate from service with or assignment to you.

- 15. ANTI-MONEY LAUNDERING.** You represent and warrant that you are in compliance with all laws aimed at preventing, detecting and reporting money laundering and suspicious transactions, including without limitation, applicable provision of the Bank Secrecy Act and the anti-money laundering requirements of the USA PATRIOT Act and the regulations thereunder. You further agree to report to the Financial Crimes Enforcement Network and to us, without undue delay, any unusual or suspicious activity or transaction involving customers and/or potential customers involving products offered by Company. You will, and will require Subagents to, complete AML training in accordance with our rules. You will provide us with documentation demonstrating compliance with this obligation upon reasonable request.

16. SUITABILITY.

You will, and will ensure that Subagents, only recommend Contracts that are suitable for the consumer. A determination of suitability shall be

based on information furnished to you or Subagent by the consumer after reasonable inquiry concerning, without limitation, the consumer's insurance and investment objectives, financial situation and needs. You will comply will all laws and rules governing suitability including all record keeping and training requirements applicable to you or Subagents.

17. ARBITRATION.

Any disputes between you and us arising out of or relating to this Agreement, which is not otherwise governed by arbitration rules of the Financial Industry Regulatory Authority ("FINRA"), will, upon written demand of either party, be settled by arbitration conducted in the City of Cincinnati, Ohio and administered by the American Arbitration Association (the "AAA") under its commercial arbitration rules as amended from time to time ("AAA Rules"). Judgment on the award rendered by a majority of the panel of arbitrators may be entered in any court having jurisdiction. All costs and expense of arbitration, including attorney's fees, will be borne by the losing party unless the panel of arbitrators decides otherwise.

Within 30 days following receipt of the written demand to arbitrate, each party will appoint an arbitrator and will notify the other party of the name and address of its appointed arbitrator. The two party-appointed arbitrators will select a third, neutral arbitrator in accordance with the AAA Rules. The three arbitrators will constitute the panel of arbitrators, with the neutral arbitrator serving as the chairperson. All arbitrators will have at least five years of experience working in the life insurance industry or as an attorney handling matters related to the life insurance industry.

18. GENERAL PROVISIONS.

- (a) The invalidity or unenforceability of any provision of this Agreement will not render invalid or unenforceable any other provision of this Agreement.
- (b) Except as otherwise provided herein, this Agreement may only be amended in a writing signed by the parties.
- (c) While this Agreement is in effect and for two years after it is terminated, you, your successors and affiliates and Subagents will not directly or indirectly engage in activities with the intent or effect of replacing in-force business produced under this Agreement, or other business of Company or any of our affiliates, unless you have a reasonable basis to believe that each replacement is in the best interest of the consumer.
- (d) Each party represents and warrants that the entering into of this Agreement and performance under this Agreement does not and will not conflict with or cause a breach of any other agreement to which either is a party.
- (e) Failure of Distributor to enforce the performance of any provisions of this Agreement will not constitute a waiver of those provisions under any circumstances.
- (f) This Agreement is governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws provisions.
- (g) This Agreement, including the attached compensation schedules (as amended from time to time), and all other schedules, exhibits or addenda referencing this Agreement now or hereafter appended will become effective on the Effective Date and will terminate and supersede any prior agreements between Agent and Distributor with respect to applications submitted after the Effective Date.
- (h) The parties will cooperate in any investigation or proceeding arising in connection with the activities relating to this Agreement.
- (i) You certify that the information furnished in this Agreement is true and complete and that you have not concealed any information. You understand that we will rely on this information in determining whether or not to enter into this Agreement with you.
- (j) You acknowledge that telephone conversations may be recorded by Company and consent to the same.
- (k) You certify that the tax identification number provided in this Agreement is your correct tax identification number and that you are not subject to backup withholding.

SIGNATURES ON NEXT PAGE

Signatures

THE PARTIES AGREE that this Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties covering the performance hereof and cannot be amended, altered or modified except in the manner provided for in the Agreement. The signatories below represent and warrant that each is duly authorized to enter into this Agreement on behalf of each party for whom he or she signs. All terms and conditions of this Agreement are hereby agreed to by:

AGENT/AGENCY (if entity, must be signed by authorized officer):	W&S Financial Group Distributors, Inc.
Agency Name:	By:
By:	Patricia J. Wilson Director, Licensing and Compliance
Printed Name:	
Title	
Date:	
Notification Address	Notification Address
Firm Name:	Western & Southern Financial Group Distributors, Inc.
Attn:	Attn: Patricia Wilson
Street Address:	303 Broadway, Suite 1100
CSZ:	Cincinnati, OH 45202
Email:	Patty.wilson@wsfinancialgroup.com

EFFECTIVE DATE (to be entered by company): _____