PARTICIPATION AGREEMENT  
  
AMONG  
  
RYDEX VARIABLE TRUST,  
  
RYDEX DISTRIBUTORS, INC.  
  
AND  
  
NATIONAL INTEGRITY LIFE INSURANCE COMPANY  
  
DATED AS OF  
  
January 1st, 2008  
  
  
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THIS AGREEMENT, made and entered into as of the \_\_\_ day of \_\_\_\_\_\_\_\_ 2008 by and  
among National Integrity Life Insurance Company (hereinafter the "Company"), an  
New York corporation, on its own behalf and on behalf of each separate account  
of the Company set forth on Schedule A hereto as may be amended from time to  
time (each such account hereinafter referred to as the "Account"), RYDEX  
VARIABLE TRUST (hereinafter the "Trust"), a Delaware business trust, and RYDEX  
DISTRIBUTORS, INC. (hereinafter the "Underwriter"), a Maryland corporation.  
  
WHEREAS, beneficial interests in the Trust are divided into several  
series of interests or shares, each representing the interest in a particular  
managed portfolio of securities and other assets, any one or more of which may  
be made available under this Agreement, as may be amended from time to time by  
mutual agreement of the parties hereto (each such series is hereinafter referred  
to as a "Fund"); and  
  
WHEREAS, the Trust is registered as an open-end management investment  
company under the Investment Company Act of 1940 (the "1940 Act") and its shares  
are registered under the Securities Act of 1933, as amended (hereinafter the  
"1933 Act"); and  
  
WHEREAS, the Underwriter is registered as a broker/dealer under the  
Securities Exchange Act of 1934, as amended (hereinafter the "1934 Act"), is a  
member in good standing of the Financial Industry Regulatory Authority  
(hereinafter "FINRA") and serves as principal underwriter of the shares of the  
Trust; and  
  
WHEREAS, the Company has issued or will issue certain variable annuity  
contracts supported wholly or partially by the Account (the "Contracts") under  
the 1933 Act; and  
  
WHEREAS, the Account is a duly organized, validly existing segregated  
asset account, established by resolution or under authority of the Board of  
Directors of the Company, on the date shown for such Account on Schedule A  
hereto, to set aside and invest assets attributable to the aforementioned  
  
  
Contracts; and  
  
WHEREAS, to the extent permitted by applicable insurance laws and  
regulations, the Company intends to purchase shares in the Funds on behalf of  
each Account to fund certain of the aforementioned Contracts and the Underwriter  
is authorized to sell such shares to each such Account at net asset value;  
  
NOW, THEREFORE, in consideration of their mutual promises, the Company,  
the Trust and each Underwriter agree as follows:  
  
ARTICLE I. PURCHASE AND REDEMPTION PROCEDURES  
  
1.1. The Trust hereby appoints the Company as its designee for the  
limited purpose of receiving and accepting purchase and redemption requests on  
behalf of the Account (but not with respect to any Trust shares that may be held  
in the general account of the Company) for shares of those Funds made available  
hereunder. Receipt and acceptance of such orders from each Account on any  
Business Day, shall constitute receipt and acceptance by the Trust, provided  
that the Trust receives the final order by 9:00 a.m. Eastern time on the next  
following Business Day. "Business Day" shall mean any day on which the New York  
Stock Exchange is open for trading and on which the Trust calculates its net  
asset value pursuant to the rules of the Securities and Exchange Commission (the  
"SEC").  
  
1.2. The Trust, so long as this Agreement is in effect, agrees to make  
its shares available indefinitely for purchase at the applicable net asset value  
per share by the Company and its Accounts on those days on which the Trust  
calculates its net asset value pursuant to rules of the Securities and Exchange  
Commission and the Trust shall use reasonable efforts to calculate such net  
asset value on each day which the New York Stock Exchange is open for trading.  
Notwithstanding the foregoing, the Board of Trustees of the Trust (hereinafter  
the "Board") may refuse to permit the Trust to sell shares of any Fund to any  
person, or suspend or terminate the offering of shares of any Fund if such  
action is required by law or by regulatory authorities having jurisdiction or  
is, in the sole discretion of the Board acting in good faith and in light of  
their fiduciary duties under federal and any applicable state laws, necessary in  
the best interests of the shareholders of such Fund.  
  
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1.3. The Company shall pay for Trust shares on the next Business Day  
after an order to purchase Trust shares is made in accordance with the  
provisions of Section 1.1 hereof. Payment for Trust shares shall be in federal  
funds transmitted to the Trust or other designated person by wire. If federal  
funds are not received on time, the Company shall promptly, upon the Trust's  
request, reimburse the trust for any charges, costs, fees or interest or other  
expenses incurred by the Trust in connection with any advances to, or borrowing  
  
  
or overdrafts by, the Trust, based upon such purchase order. Upon receipt by the  
Trust of the federal funds so wired, such funds shall cease to be the  
responsibility of the Company and shall become the responsibility of the Trust.  
  
1.4. The Trust agrees to redeem for cash, on the Company's request, any  
full or fractional shares of a Trust held by the Company, executing such  
requests on a daily basis at the net asset value next computed after receipt by  
the Trust or its designee of the request for redemption. Subject to and in  
accordance with applicable laws, and subject to written consent of the Company,  
the Trust may redeem shares for assets other than cash. For purposes of this  
Section 1.4, the Company shall be the designee of the Trust for receipt of  
requests for redemption from each Account and receipt by such designee shall  
constitute receipt by the Trust; provided that the Trust receives the final  
request by 9:00 a.m. Eastern time on the next following Business Day.  
  
1.5. The Company agrees that purchases and redemptions of Fund shares  
offered by the then current prospectus of the Trust shall be made in accordance  
with the provisions of such prospectus. The Contracts issued by the Company,  
under which amounts may be invested in the Trust are listed on Schedule A  
attached hereto and incorporated herein by reference, as such Schedule A may be  
amended from time to time by mutual written agreement of all of the parties  
hereto.  
  
1.6. Issuance and transfer of the Trust's shares will be by book entry  
only. Stock certificates will not be issued to the Company or any Account.  
Purchase and redemption orders for Trust shares will be recorded in an  
appropriate title for each Account or the appropriate subaccount of each  
Account.  
  
1.7. The Trust shall use its best efforts to furnish notice (by wire or  
telephone, followed by written confirmation) to the Company of any income,  
dividends or capital gain distributions payable on Fund shares by the record  
date. The Company, on behalf of the Account, hereby elects to receive all such  
income, dividends and capital gain distributions as are payable on the Fund  
shares in additional shares of that Fund. The Company reserves the right, on  
behalf of the Account, to revoke this election and to receive all such income  
dividends and capital gain distributions in cash. The Trust shall notify the  
Company of the number of shares so issued as payment of such dividends and  
distributions.  
  
1.8. The Trust shall use its best efforts make the net asset value per  
share for each Fund available to the Company on each Business Day as soon as  
reasonably practical after the net asset value per share is calculated (normally  
by 6:30 p.m. Eastern time).  
  
1.9. The parties hereto acknowledge that the arrangement contemplated  
by this Agreement is not exclusive; the Trust's shares may be sold to other  
insurance companies and the cash value of the Accounts may be invested in other  
investment companies.  
  
  
  
ARTICLE II. REPRESENTATIONS AND WARRANTIES  
  
2.1. The Company represents and warrants that the Contracts are, or  
prior to issuance will be, registered under the 1933 Act unless exempt from  
registration thereunder; that the Contracts will be issued and sold in  
compliance in all material respects with all applicable federal and state laws  
and that the sale of the Contracts shall comply in all material respects with  
state insurance suitability requirements. The Company further represents and  
warrants that it is an insurance company duly organized and in good standing  
under applicable law and that it has legally and validly established each  
Account prior to any issuance or sale thereof as a segregated asset account  
under New York state insurance laws and has registered or, prior to any issuance  
or sale of the Contracts, will register each Account as a unit investment trust  
in accordance with the provisions of the 1940 Act to serve as a segregated  
  
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investment account for the Contracts. The company represents and warrants that  
it will comply with Rule 22c-2 under the 1940 Act under the terms set forth in  
the attached addendum.  
  
2.2. The Trust represents and warrants that Trust shares sold pursuant  
to this Agreement shall be registered under the 1933 Act, shall be duly  
authorized for issuance and sold in compliance with applicable federal and state  
securities laws and that the Trust is and shall remain registered under the 1940  
Act. The Trust shall amend the registration statement for its shares under the  
1933 Act and the 1940 Act from time to time as required in order to effect the  
continuous offering of its shares. The Trust shall register and qualify the  
shares for sale in accordance with the laws of the various states, to the extent  
required by applicable state law.  
  
2.3. The Trust represents that it is currently qualified as a Regulated  
Investment Company under Subchapter M of the Internal Revenue Code of 1986, as  
amended (the "Code"), and that it will maintain such qualification (under  
Subchapter M or any successor or similar provision) and that it will notify the  
Company immediately upon having a reasonable basis for believing that it has  
ceased to so qualify or that it might not so qualify in the future.  
  
2.4. The Company represents and warrants that the Contracts are  
currently treated as life insurance policies or annuity contracts, under  
applicable provisions of the Code and that it will make every effort to maintain  
such treatment and that it will notify the Trust immediately upon having a  
reasonable basis for believing that the Contracts have ceased to be so treated  
or that they might not be so treated in the future.  
  
2.5. The Trust represents that it is lawfully organized and validly  
existing under the laws of the State of Delaware and that it does and will  
  
  
comply in all material respects with the 1940 Act.  
  
2.6. The Underwriter represents and warrants that it is registered as a  
broker/dealer under the 1934 Act with the SEC and is a member in good standing  
with the FINRA.  
  
2.7. The Trust represents and warrants that its directors, officers,  
and employees dealing with the money and/or securities of the Trust are and  
shall continue to be at all times covered by a blanket fidelity bond or similar  
coverage for the benefit of the Trust in an amount not less than the minimum  
coverage as required by Rule 17g-1 under the 1940 Act or related provisions as  
may be promulgated from time to time. The aforesaid blanket fidelity bond shall  
include coverage for larceny and embezzlement and shall be issued by a reputable  
bonding company.  
  
2.8. The Company represents and warrants that all of its directors,  
officers, and employees dealing with the money and/or securities of the Account  
are and shall continue to be covered by a blanket fidelity bond or similar  
coverage for the benefit of the Company and the Separate Account in an amount  
not less than the minimum coverage as required by Rule 17g-1 under the 1940 Act  
or related provisions as may be promulgated from time to time. The aforesaid  
blanket fidelity bond shall include coverage for larceny and embezzlement and  
shall be issued by a reputable bonding company.  
  
ARTICLE III. PROSPECTUSES, REPORTS TO SHAREHOLDERS AND PROXY STATEMENTS; VOTING  
  
3.1. The Trust or its designee shall provide the Company with as many  
printed copies of the Trust's current prospectus, Statement of Additional  
Information ("SAI"), proxy statements supplements and annual or semi-annual  
reports of each Fund as the Company may reasonably request. If requested by the  
Company, in lieu of providing printed copies the Trust shall provide  
camera-ready film or computer diskettes containing the Trust's prospectus and  
SAI, and such other assistance as is reasonably necessary in order for the  
Company once each year (or more frequently if the prospectus and/or SAI for the  
Funds are amended during the year) to have the prospectus and SAI for the  
Contracts and the Trust's prospectus and SAI printed together in one document.  
  
3.2. Except as provided in this Section 3.2., all expenses of printing  
and distributing Trust prospectuses and SAI shall be the expense of the Company.  
For prospectuses and SAI provided by the Company to its existing owners of  
Contracts in order to update disclosure as required by the 1933 Act and/or the  
1940 Act, the cost of  
  
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printing shall be borne by the Trust. The Trust will provide an electronic  
version of the Trust's prospectus in lieu of providing printed copies of the  
  
  
Trust's prospectus. The Company agrees to provide the Trust or its designee with  
such information as may be reasonably requested by the Trust to assure that the  
Trust's expenses do not include the cost of printing any prospectuses or SAI  
other than those actually distributed to existing owners of the Contracts.  
  
3.3. The Trust's SAI shall be obtainable from the Trust, the Company or  
such other person as the Trust may designate, as agreed upon by the parties.  
  
3.4. The Fund, at its expense, will provide the Company or its mailing  
agent with copies of its proxy material, if any, reports to  
shareholders/Contract owners and other permissible communications to  
shareholders/Contract owners in such quantity as the Company will reasonably  
require. The Company will distribute this proxy material, reports and other  
communications to existing Contract owners and will xxxx the Fund for the  
reasonable cost of such distribution.  
  
3.5. So long as and to the extent that the Securities and Exchange  
Commission continues to interpret the 1940 Act to require pass-through voting  
privileges for variable contract owners, or to the extent otherwise required by  
law, the Company shall (i) solicit voting instructions from Contract owners;  
(ii) vote the Fund shares in accordance with instructions received from Contract  
owners; and (iii) vote Fund shares for which no instructions have been received  
n the same proportion as Trust shares of such Fund for which instructions have  
not been received. The Company reserves the right to vote Fund shares held in  
any Account in its own right, to the extent permitted by law.  
  
ARTICLE IV. SALES MATERIAL AND INFORMATION  
  
4.1. The Company shall furnish, or shall cause to be furnished, to the  
Underwriter, each piece of sales literature or other promotional material that  
the Company develops and in which the Trust or the Underwriter is named, at  
least five (5) Business Days prior to its use. No such material shall be used  
until approved by the Underwriter and the Underwriter will use its best efforts  
to review such material within five (5) Business Days of receipt. Materials not  
approved or disapproved within (5) Business Days shall be deemed approved.  
  
4.2. The Company shall not give any information or make any  
representations or statements on behalf of the Trust or concerning the Trust or  
the Underwriter in connection with the sale of the Contracts other than the  
information or representations contained in the registration statement or  
prospectus or SAI for the Trust, as such registration statement and prospectus  
or SAI may be amended or supplemented from time to time, or in reports or proxy  
statements for the Trust, or in sales literature or other promotional material  
approved by the Trust or its designee, except with the permission of the Trust  
or its designee.  
  
4.3. The Trust or its designee shall furnish, or shall cause to be  
furnished, to the Company or its designee, each piece of sales literature or  
  
  
other promotional material in which the Company or its separate account(s) or  
Contracts are named at least five (5) Business Days prior to its use. No such  
material shall be used until approved by the Company and the Company will use  
its best efforts to review such material within five (5) Business Days of  
receipt. Materials not approved or disapproved within (5) Business Days shall be  
deemed approved.  
  
4.4. The Trust and the Underwriter shall not give any information or  
make any representations on behalf of the Company or concerning the Company,  
each Account, or the Contracts, other than the information or representations  
contained in a registration statement, prospectus, or SAI for the Contracts, as  
such registration statement, prospectus and SAI may be amended or supplemented  
from time to time, or in published reports for each Account which are in the  
public domain or approved by the Company for distribution to Contract owners, or  
in sales literature or other promotional material approved by the Company or its  
designee, except with the permission of the Company.  
  
4.5. The Trust will provide to the Company at least one complete copy  
of all registration statements, prospectuses, SAIs, reports, proxy statements,  
sales literature and other promotional materials, applications for  
  
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exemptions, requests for no-action letters, and all amendments to any of the  
above, that relate to the Trust or its shares, promptly after the filing of such  
document with the Securities and Exchange Commission or other regulatory  
authorities.  
  
4.6. The Company will provide to the Trust at least one complete copy  
of all registration statements, prospectuses, statements of additional  
information, reports, solicitations for voting instructions, sales literature  
and other promotional materials, applications for exemptions, requests for no  
action letters, and all amendments to any of the above, that relate to the  
investment in the Trust under the Contracts, promptly after the filing of such  
document with the Securities and Exchange Commission or other regulatory  
authorities.  
  
4.7. For purposes of this Article IV, the phrase "sales literature or  
other promotional material" includes, but is not limited to, any of the  
following that refer to the Trust or any affiliate of the Trust: advertisements  
(such as material published, or designed for use in, a newspaper, magazine, or  
other periodical, radio, television, telephone or tape recording, videotape  
display, signs or billboards, motion pictures, or other public media), sales  
literature (i.e., any written communication distributed or made generally  
available to customers or the public, including brochures, circulars, research  
reports, market letters, form letters, seminar texts, reprints or excerpts of  
any other advertisement, sales literature, or published article), educational or  
training materials or other communications distributed or made generally  
available to some or all agents or employees, and registration statements,  
  
  
prospectuses, statements of additional information, shareholder reports, and  
proxy materials.  
  
ARTICLE V. FEES AND EXPENSES  
  
5.1. The Trust shall pay no fee or other compensation to the Company  
under this Agreement, except that if the Trust or any Fund adopts and implements  
a plan pursuant to Rule 12b-1 to finance distribution expenses or a shareholder  
servicing plan to finance investor services, then payments may be made to the  
Company, or to the underwriter for the Contracts, or to other service providers  
if and in amounts agreed upon by the parties.  
  
5.2. All expenses incident to performance by the Trust under this  
Agreement shall be paid by the Trust. The Trust shall see to it that all its  
shares are registered and authorized for issuance in accordance with applicable  
federal law and, if and to the extent deemed advisable by the Trust, in  
accordance with applicable state laws prior to their sale. The Trust shall bear  
the expenses for the cost of registration and qualification of Fund shares,  
preparation and filing of the Trust's prospectus and registration statement,  
proxy materials and reports, setting the prospectus in type, setting in type and  
printing the proxy materials and reports to shareholders (including the costs of  
printing a prospectus that constitutes an annual report), distributing the Trust  
proxy materials to owners of Contracts, the preparation of all statements and  
notices required by any federal or state law, and all taxes on the issuance or  
transfer of Fund shares.  
  
5.3. The Company shall bear the expenses of distributing the Trust's  
prospectus, proxy materials and reports to owners of Contracts issued by the  
Company, other than the expenses of distributing prospectuses and statements of  
additional information to existing contract owners. The Company shall bear the  
expenses incident to (including the costs of printing) sales literature and  
other promotional material that the Company develops and in which the Trust or  
Fund is named.  
  
ARTICLE VI. DIVERSIFICATION  
  
6.1. The Trust will at all times invest money from the Contracts in  
such a manner as to ensure that the Contracts will be treated as variable  
contracts under the Code and the regulations issued thereunder. Without limiting  
the scope of the foregoing, the Trust will at all times comply with Section  
817(h) of the Code and Treasury Regulation 1.817-5, relating to the  
diversification requirements for variable annuity, endowment, or life insurance  
contracts and any amendments or other modifications to such Section or  
Regulations. In the event of a breach of this Article VI by a Fund, the Trust  
will take all reasonable steps (a) to notify Company of such breach and (b) to  
adequately diversify the Fund so as to achieve compliance within the grace  
period afforded by Regulation 1.817-5.  
  
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ARTICLE VII. POTENTIAL CONFLICTS  
  
7.1. The Trust represents and warrants that it has received an order  
from the Commission granting Participating Insurance Companies and variable  
annuity separate accounts and variable life insurance separate accounts relief  
from the provisions of Sections 9(a), 13(a), 15(a), and 15(b) of the 1940 Act  
and Rules 6e-2(b)(15) and 6e-3(T)(b)(15) thereunder, to the extent necessary to  
permit shares of the Trust to be sold to and held by variable annuity separate  
accounts and variable life insurance separate accounts of both affiliated and  
unaffiliated Participating Insurance Companies and qualified pension and  
retirement plans outside of the separate account context (the "Mixed and Shared  
Funding Exemptive Order"). The parties to this Agreement agree that the  
conditions or undertakings specified in the Mixed and Shared Funding Exemptive  
Order and that may be imposed on the Company, the Trust and/or the Adviser by  
virtue of the receipt of such order by the Commission, will be incorporated  
herein by reference, and such parties agree to comply with such conditions and  
undertakings to the extent applicable to each such party. The Trust agrees that  
the Trust Board will monitor the Trust for the existence of any material  
irreconcilable conflict between the interests of the contract owners of all  
separate accounts investing in the Trust. A material irreconcilable conflict may  
arise for a variety of reasons, including: (a) an action by any state insurance  
regulatory authority; (b) a change in applicable federal or state insurance,  
tax, or securities laws or regulations, or a public ruling, private letter  
ruling, no-action or interpretative letter, or any similar action by insurance,  
tax, or securities regulatory authorities; (c) an administrative or judicial  
decision in any relevant proceeding; (d) the manner in which the investments of  
any Fund are being managed; (e) a difference in voting instructions given by  
Variable Insurance Product owners; or (f) a decision by a Participating  
Insurance Company to disregard the voting instructions of contract owners. The  
Board shall promptly inform the Company if it determines that an irreconcilable  
material conflict exists and the implications thereof.  
  
7.2. The Company will report any potential or existing conflicts of  
which it is aware to the Board.  
  
7.3. If it is determined by a majority of the Board, or a majority of  
its disinterested members, that a material irreconcilable conflict exists, the  
Company and other Participating Insurance Companies shall, at their expense and  
to the extent reasonably practicable (as determined by a majority of the  
disinterested directors), take whatever steps are necessary to remedy or  
eliminate the material irreconcilable conflict, up to and including: (1)  
withdrawing the assets allocable to some or all of the separate accounts from  
the Trust or any Fund and reinvesting such assets in a different investment  
medium, including (but not limited to) another Fund of the Trust, or submitting  
the question whether such segregation should be implemented to a vote of all  
affected Contract owners and, as appropriate, segregating the assets of any  
  
  
appropriate group (i.e., annuity contract owners, life insurance policy owners,  
or variable contract owners of one or more Participating Insurance Companies)  
that votes in favor of such segregation, or offering to the affected contract  
owners the option of making such a change; and (2) establishing a new registered  
management investment company or managed separate account.  
  
7.4. If a material irreconcilable conflict arises because of a decision  
by the Company to disregard contract owner voting instructions and that decision  
represents a minority position or would preclude a majority vote, the Company  
may be required, at the Trust's election, to withdraw the affected Account's  
investment in the Trust and terminate this Agreement with respect to such  
Account (at the Company's expense); provided, however that such withdrawal and  
termination shall be limited to the extent required by the foregoing material  
irreconcilable conflict as determined by a majority of the disinterested members  
of the Board.  
  
7.5. If a material irreconcilable conflict arises because a particular  
state insurance regulator's decision applicable to the Company conflicts with  
the position of the majority of other state regulators, then the Company will  
withdraw the affected Account's investment in the Trust and terminate this  
Agreement with respect to such Account within six months after the Board informs  
the Company in writing that it has determined that such decision has created a  
material irreconcilable conflict; provided, however, that such withdrawal and  
termination shall be limited to the extent required by the foregoing material  
irreconcilable conflict as determined by a majority of the disinterested members  
of the Board. Until the end of the foregoing six month period, the Underwriter  
and Trust shall continue to accept and implement orders by the Company for the  
purchase (and redemption) of shares of the Trust.  
  
7.6. For purposes of Sections 7.3 through 7.6 of this Agreement, a  
majority of the disinterested members of the Board shall determine whether any  
proposed action adequately remedies any material irreconcilable conflict, but  
  
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in no event will the Trust be required to establish a new funding medium for the  
Contracts. The Company shall not be required by Section 7.3 to establish a new  
funding medium for the Contracts if an offer to do so has been declined by vote  
of a majority of Contract owners materially adversely affected by the material  
irreconcilable conflict.  
  
7.7. If and to the extent that Rule 6e-2 and Rule 6e-3(T) are amended,  
or Rule 6e-3 is adopted, to provide exemptive relief from any provision of the  
1940 Act or the rules promulgated thereunder with respect to mixed or shared  
funding (as defined in the Mixed and Shared Funding Exemptive Order) on terms  
  
  
and conditions materially different from those contained in the Mixed and Shared  
Funding Exemptive Order, then the Trust and/or the Participating Insurance  
Companies, as appropriate, shall take such steps as may be necessary to comply  
with Rules 6e-2 and 6e-3(T), as amended, and Rule 6e-3, as adopted, to the  
extent such rules are applicable.  
  
ARTICLE VIII. INDEMNIFICATION  
  
8.1. Indemnification By The Company  
  
8.1(a) The Company agrees to indemnify and hold harmless the Trust and  
each member of the Board and each officer and employee of the Trust, the  
Underwriter and each director, officer and employee of the Underwriter, and each  
person, if any, who controls the Trust, or the Underwriter within the meaning of  
Section 15 of the 1933 Act (collectively, the "Indemnified Parties" and  
individually, an "Indemnified Party," for purposes of this Section 8.1) against  
any and all losses, claims, damages, liabilities (including amounts paid in  
settlement with the written consent of the Company) or litigation (including  
legal and other expenses), to which the Indemnified Parties may become subject  
under any statute, regulation, at common law or otherwise, insofar as such  
losses, claims, damages, liabilities, or expenses (or actions in respect  
thereof) or settlements are related to the sale or acquisition of Fund shares or  
the Contracts and:  
  
(i) arise out of or are based upon any untrue statements or  
alleged untrue statements of any material fact contained in the  
registration statement or prospectus or SAI for the Contracts or  
contained in the Contracts or sales literature for the Contracts (or  
any amendment or supplement to any of the foregoing), or arise out of  
or are based upon the omission or the alleged omission to state  
therein a material fact required to be stated therein or necessary to  
make the statements therein not misleading, provided that this  
agreement to indemnify shall not apply as to any Indemnified Party if  
such statement or omission or such alleged statement or omission was  
made in reliance upon and in conformity with information furnished to  
the Company by or on behalf of the Trust or the Underwriter for use in  
the registration statement or prospectus or SAI for the Contracts or  
in the Contracts or sales literature (or any amendment or supplement)  
or otherwise for use in connection with the sale of the Contracts or  
Trust shares; or  
  
(ii) arise out of or as a result of statements or representations  
(other than statements or representations contained in the  
registration statement, prospectus, statement of additional  
information or sales literature of the Trust not supplied by the  
Company, or persons under its control) or unlawful conduct of the  
  
  
Company or its agents or persons under the Company's authorization or  
control, with respect to the sale or distribution of the Contracts or  
Trust shares; or  
  
(iii) arise out of or result from any untrue statement or alleged  
untrue statement of a material fact contained in a registration  
statement, prospectus, SAI or sales literature of the Trust or any  
amendment thereof or supplement thereto or the omission or alleged  
omission to state therein a material fact required to be stated  
therein or necessary to make the statements therein not misleading if  
such a statement or omission was made in reliance upon and in  
conformity with information furnished to the Trust by or on behalf of  
the Company; or  
  
(iv) arise as a result of any material failure by the Company to  
provide the services and furnish the materials under the terms of this  
Agreement; or  
  
(v) arise out of or result from any material breach of any  
representation or warranty made by the Company in this  
  
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Agreement or arise out of or result from any other material breach of  
this Agreement by the Company, as limited by and in accordance with  
the provisions of Sections 8.1(b) and 8.1(c) hereof.  
  
8.1(b). The Company shall not be liable under this indemnification  
provision with respect to any losses, claims, damages, liabilities or litigation  
incurred or assessed against an Indemnified Party as such may arise from such  
Indemnified Party's willful misfeasance, bad faith, or gross negligence in the  
performance of such Indemnified Party's duties or by reason of such Indemnified  
Party's reckless disregard of obligations or duties under this Agreement.  
  
8.1(c). The Company shall not be liable under this indemnification  
provision with respect to any claim made against an Indemnified Party unless  
such Indemnified Party shall have notified the Company in writing within a  
reasonable time after the summons or other first legal process giving  
information of the nature of the claim shall have been served upon such  
Indemnified Party (or after such Indemnified Party shall have received notice of  
such service on any designated agent), but failure to notify the Company of any  
such claim shall not relieve the Company from any liability which it may have to  
the Indemnified Party against whom such action is brought otherwise than on  
account of this indemnification provision. In case any such action is brought  
against the Indemnified Parties, the Company shall be entitled to participate,  
at its own expense, in the defense of such action. The Company also shall be  
entitled to assume the defense thereof, with counsel satisfactory to the party  
  
  
named in the action. After notice from the Company to such party of the  
Company's election to assume the defense thereof, the Indemnified Party shall  
bear the fees and expenses of any additional counsel retained by it, and the  
Company will not be liable to such party under this Agreement for any legal or  
other expenses subsequently incurred by such party independently in connection  
with the defense thereof other than reasonable costs of investigation.  
  
8.1(d). The Indemnified Parties will promptly notify the Company of the  
commencement of any litigation or proceedings against them in connection with  
the issuance or sale of the Trust shares or the Contracts or the operation of  
the Trust.  
  
8.2. Indemnification by the Underwriter  
  
8.2(a). The Underwriter agrees to indemnify and hold harmless the  
Company and each of its directors, officers and employees and each person, if  
any, who controls the Company within the meaning of Section 15 of the 1933 Act  
(collectively, the "Indemnified Parties" and individually, an "Indemnified  
Party," for purposes of this Section 8.2) against any and all losses, claims,  
damages, liabilities (including amounts paid in settlement with the written  
consent of the Underwriter) or litigation (including legal and other expenses)  
to which the Indemnified Parties may become subject under any statute, at common  
law or otherwise, insofar as such losses, claims, damages, liabilities or  
expenses (or actions in respect thereof) or settlements are related to the sale  
or acquisition of shares of a Fund or the Contracts and:  
  
(i) arise out of or are based upon any untrue statement or alleged  
untrue statement of any material fact contained in the  
registration statement, prospectus, SAI or sales literature of  
the Trust (or any amendment or supplement to any of the  
foregoing), or arise out of or are based upon the omission or the  
alleged omission to state therein a material fact required to be  
stated therein or necessary to make the statements therein not  
misleading, provided that this agreement to indemnify shall not  
apply as to any Indemnified Party if such statement or omission  
or such alleged statement or omission was made in reliance upon  
and in conformity with information furnished to the Trust by or  
on behalf of the Company for use in the registration statement,  
prospectus, SAI for the Trust or in sales literature (or any  
amendment or supplement) or otherwise for use in connection with  
the sale of the Contracts or Fund shares; or  
  
(ii) arise out of or as a result of statements or representations  
(other than statements or representations contained in the  
registration statement, prospectus, SAI or sales literature for  
the Contracts not supplied by the Trust or persons under its  
control) or unlawful conduct of the Trust, Underwriter(s) or  
Underwriter or persons  
  
  
  
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under their control, with respect to the sale or distribution of  
the Contracts or Fund shares; or  
  
(iii) arise out of or as a result of any untrue statement or alleged  
untrue statement of a material fact contained in a registration  
statement, prospectus, SAI or sales literature covering the  
Contracts, or any amendment thereof or supplement thereto, or the  
omission or alleged omission to state therein a material fact  
required to be stated therein or necessary to make the statement  
or statements therein not misleading, if such statement or  
omission was made in reliance upon information furnished to the  
Company by or on behalf of the Trust or Underwriter; or  
  
(iv) arise as a result of any failure by the Trust or the Underwriter  
to provide the services and furnish the materials under the terms  
of this Agreement, or  
  
(v) arise out of or result from any material breach of any  
representation and/or warranty made by the Trust or Underwriter  
in this Agreement or arise out of or result from any other  
material breach of this Agreement by the Underwriter; as limited  
by and in accordance with the provisions of Sections 8.2(b) and  
8.2(c) hereof.  
  
8.2(b). The Underwriter shall not be liable under this indemnification  
provision with respect to any losses, claims, damages, liabilities, or  
litigation incurred or assessed against an Indemnified Party as such may arise  
from such Indemnified Party's willful misfeasance, bad faith, or gross  
negligence in the performance of such Indemnified Party's duties or by reason of  
such Indemnified Party's reckless disregard of obligations and duties under this  
Agreement.  
  
8.2(c). The Underwriter shall not be liable under this indemnification  
provision with respect to any claim made against an Indemnified Party unless  
such Indemnified Party shall have notified the Underwriter in writing within a  
reasonable time after the summons or other first legal process giving  
information of the nature of the claim shall have been served upon such  
Indemnified Party (or after such Indemnified Party shall have received notice of  
such service on any designated agent), but failure to notify the Underwriter of  
any such claim shall not relieve the Underwriter from any liability which it may  
have to the Indemnified Party against whom such action is brought otherwise than  
  
  
on account of this indemnification provision. In case any such action is brought  
against the Indemnified Parties, the Underwriter will be entitled to  
participate, at its own expense, in the defense thereof. The Underwriter also  
shall be entitled to assume the defense thereof, with counsel satisfactory to  
the party named in the action. After notice from the Underwriter to such party  
of the Underwriter's election to assume the defense thereof, the Indemnified  
Party shall bear the fees and expenses of any additional counsel retained by it,  
and the Underwriter will not be liable to such party under this Agreement for  
any legal or other expenses subsequently incurred by such party independently in  
connection with the defense thereof other than reasonable costs of  
investigation.  
  
8.2(d). The Company agrees promptly to notify the Underwriter of the  
commencement of any litigation or proceedings against it or any of its officers  
or directors in connection with the issuance or sale of the Contracts or the  
operation of each Account.  
  
8.3. Indemnification by the Trust  
  
8.3(a). The Trust agrees to indemnify and hold harmless the Company,  
and each of its directors and officers and each person, if any, who controls the  
Company within the meaning of Section 15 of the 1933 Act (hereinafter  
collectively, the "Indemnified Parties" and individually, "Indemnified Party,"  
for purposes of this Section 8.3) against any and all losses, claims, damages,  
liabilities (including amounts paid in settlement with the written consent of  
the Trust) or litigation (including legal and other expenses) to which the  
Indemnified Parties may become subject under any statute, at common law or  
otherwise, insofar as such losses, claims, damages, liabilities or expenses (or  
actions in respect thereof) or settlements result from the gross negligence, bad  
faith or willful misconduct of the Board or any member thereof, and are related  
to the operations of the Trust and:  
  
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(i) arise as a result of any failure by the Trust to provide the  
services and furnish the materials under the terms of this  
Agreement; or  
  
(ii) arise out of or result from any material breach of any  
representation and/or warranty made by the Trust in this  
Agreement or arise out of or result from any other material  
breach of this Agreement by the Trust;  
  
8.3(b). The Trust shall not be liable under this indemnification  
provision with respect to any losses, claims, damages, liabilities or litigation  
incurred or assessed against an Indemnified Party as may arise from such  
Indemnified Party's willful misfeasance, bad faith, or gross negligence in the  
performance of such Indemnified Party's duties or by reason of such Indemnified  
Party's reckless disregard of obligations and duties under this Agreement.  
  
  
  
8.3(c). The Trust shall not be liable under this indemnification  
provision with respect to any claim made against an Indemnified Party unless  
such Indemnified Party shall have notified the Trust in writing within a  
reasonable time after the summons or other first legal process giving  
information of the nature of the claim shall have been served upon such  
Indemnified Party (or after such Indemnified Party shall have received notice of  
such service on any designated agent), but failure to notify the Trust of any  
such claim shall not relieve the Trust from any liability which it may have to  
the Indemnified Party against whom such action is brought otherwise than on  
account of this indemnification provision. In case any such action is brought  
against the Indemnified Parties, the Trust will be entitled to participate, at  
its own expense, in the defense thereof. The Trust also shall be entitled to  
assume the defense thereof, with counsel satisfactory to the party named in the  
action. After notice from the Trust to such party of the Trust's election to  
assume the defense thereof, the Indemnified Party shall bear the fees and  
expenses of any additional counsel retained by it, and the Trust will not be  
liable to such party under this Agreement for any legal or other expenses  
subsequently incurred by such party independently in connection with the defense  
thereof other than reasonable costs of investigation.  
  
8.3(d). The Company agrees promptly to notify the Trust of the  
commencement of any litigation or proceedings against it or any of its  
respective officers or directors in connection with this Agreement, the issuance  
or sale of the Contracts, with respect to the operation of either Account, or  
the sale or acquisition of shares of the Trust.  
  
8.4. Article VIII shall survive the termination of this Agreement.  
  
ARTICLE IX. APPLICABLE LAW  
  
9.1. This Agreement shall be construed and the provisions hereof  
interpreted under and in accordance with the substantive laws of the State of  
Delaware, without regard to the conflict of laws provisions thereof.  
  
9.2. This Agreement shall be subject to the provisions of the 1933,  
1934 and 1940 Acts, and the rules and regulations and rulings thereunder,  
including such exemptions from those statutes, rules and regulations as the  
Securities and Exchange Commission may grant and the terms hereof shall be  
interpreted and construed in accordance therewith.  
  
ARTICLE X. TERMINATION  
  
10.1. This Agreement shall continue in full force and effect until the first to  
occur of:  
  
(a) termination by any party for any reason by six (6) months advance  
written notice delivered to the other parties; or  
  
(b) termination by the Company by written notice to the Trust and the  
Underwriter with respect to any Fund based upon the Company's  
determination that shares of such Fund are not reasonably available to  
meet the requirements of the Contracts; or  
  
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(c) termination by the Company by written notice to the Trust and the  
Underwriter with respect to any Fund in the event any of the Fund's  
shares are not registered, issued or sold in accordance with  
applicable state and/or federal law or such law precludes the use of  
such shares as the underlying investment media of the Contracts issued  
or to be issued by the Company; or  
  
(d) termination by the Company by written notice to the Trust and the  
Underwriter with respect to any Fund in the event that such Fund  
ceases to qualify as a Regulated Investment Company under Subchapter M  
of the Code or under any successor or similar provision, or if the  
Company reasonably believes that the Fund may fail to so qualify; or  
  
(e) termination by the Company by written notice to the Trust and the  
Underwriter with respect to any Fund in the event that such Fund fails  
to meet the diversification requirements specified in Article VI  
hereof; or  
  
(f) termination by the Trust or Underwriter in the event that formal  
administrative proceedings are instituted against the Company by the  
FINRA, the SEC, the Insurance Commissioner or like official of any  
state or any other regulatory body regarding the Company's duties  
under this Agreement and related to the sale of the Contracts, the  
operation of any Account, or the purchase of the Trust's shares;  
provided however, that the Trust or Underwriter determines in its sole  
judgment exercised in good faith, that any such administrative  
proceedings will have a material adverse effect upon the ability of  
the Company to perform its obligations under this Agreement; or  
  
(g) termination by the Company by written notice to the Trust and the  
Underwriter, if the Company shall determine, in its sole judgment  
exercised in good faith, that either the Trust or the Underwriter has  
suffered a material adverse change in its business, operations,  
financial condition or prospects since the date of this Agreement or  
is the subject of material adverse publicity; or  
  
10.2. Notwithstanding any termination of this Agreement, the Trust and the  
Underwriter shall, at the option of the Company, continue to make available  
additional shares of the Trust pursuant to the terms and conditions of this  
Agreement, for all Contracts in effect on the effective date of termination of  
this Agreement (hereinafter referred to as "Existing Contracts"). Specifically,  
without limitation, the owners of the Existing Contracts shall be permitted to  
direct reallocation of investments in the Trust, redemption of investments in  
the Trust and investment in the Trust upon the making of additional purchase  
payments under the Existing Contracts. The parties agree that this Section 10.2  
shall not apply to any terminations under Article VII and the effect of such  
Article VII terminations shall be governed by Article VII of this Agreement.  
  
10.3. The Company shall not redeem Trust shares attributable to the  
Contracts (as distinct from Trust shares attributable to the Company's assets  
  
  
held in the Account) except (i) as necessary to implement Contract Owner  
initiated or approved transactions, or (ii) as required by state and/or federal  
laws or regulations or judicial or other legal precedent of general application  
(hereinafter referred to as a "Legally Required Redemption") or (iii) as  
permitted by an order of the Securities and Exchange Commission pursuant to  
Section 26(c) of the 1940 Act. Upon request, the Company will promptly furnish  
to the Trust the opinion of counsel for the Company (which counsel shall be  
reasonably satisfactory to the Trust) to the effect that any redemption pursuant  
to clause (ii) above is a Legally Required Redemption. Furthermore, except in  
cases where permitted under the terms of the Contracts, the Company shall not  
prevent Contract Owners from allocating payments to a Fund that was otherwise  
available under the Contracts without first giving the Trust 90 days prior  
written notice of its intention to do so.  
  
ARTICLE XI. NOTICES  
  
Any notice shall be sufficiently given when sent by registered or certified  
mail to the other party at the address of such party set forth below or at such  
other address as such party may from time to time specify in writing to the  
other party.  
  
If to the Trust:  
  
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Rydex Variable Trust  
0000 Xxxxxxxxx Xxxx  
Xxxxxxxxx, XX 00000  
  
If to Underwriter:  
Rydex Distributors, Inc.  
0000 Xxxxxxxxx Xxxx  
Xxxxxxxxx, XX 00000  
  
If to the Company:  
National Integrity Life Insurance Company  
Attn: Xxxxx X. Xxxxxx, Senior VP and General Counsel  
000 Xxxxxxxx  
Xxxxxxxxxx, Xxxx 00000  
  
ARTICLE XII. MISCELLANEOUS  
  
12.1. All persons dealing with the Trust must look solely to the  
property of the Trust for the enforcement of any claims against the Trust as  
neither the Board, officers, agents or shareholders assume any personal  
liability for obligations entered into on behalf of the Trust.  
  
12.2. Subject to the requirements of legal process and regulatory  
authority, each party hereto shall treat as confidential the names and addresses  
of the owners of the Contracts and all information reasonably identified as  
confidential in writing by any other party hereto and, except as permitted by  
this Agreement, shall not disclose, disseminate or utilize such names and  
addresses and other confidential information without the express written consent  
of the affected party until such time as it may come into the public domain.  
  
12.3. The captions in this Agreement are included for convenience of  
  
  
reference only and in no way define or delineate any of the provisions hereof or  
otherwise affect their construction or effect.  
  
12.4. This Agreement may be executed simultaneously in two or more  
counterparts, each of which taken together shall constitute one and the same  
instrument.  
  
12.5. If any provision of this Agreement shall be held or made invalid  
by a court decision, statute, rule or otherwise, the remainder of the Agreement  
shall not be affected thereby.  
  
12.6. Each party hereto shall cooperate with each other party and all  
appropriate governmental authorities (including without limitation the  
Securities and Exchange Commission, the Financial Industry Regulatory Authority  
and state insurance regulators) and shall permit such authorities reasonable  
access to its books and records in connection with any investigation or inquiry  
relating to this Agreement or the transactions contemplated hereby.  
Notwithstanding the generality of the foregoing, each party hereto further  
agrees to furnish the New York Insurance Commissioner with any information or  
reports in connection with services provided under this Agreement which such  
Commissioner may request in order to ascertain whether the insurance operations  
of the Company are being conducted in a manner consistent with the New York  
Insurance Regulations and any other applicable law or regulations.  
  
12.7. The rights, remedies and obligations contained in this Agreement  
are cumulative and are in addition to any and all rights, remedies and  
obligations at law or in equity, which the parties hereto are entitled to under  
state and federal laws.  
  
12.8. This Agreement or any of the rights and obligations hereunder may  
not be assigned by any party without the prior written consent of all parties  
hereto; provided, however, that an Underwriter may assign this Agreement or any  
rights or obligations hereunder to any affiliate of or company under common  
control with the Underwriter, if such assignee is duly licensed and registered  
to perform the obligations of the Underwriter under this Agreement.  
  
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IN WITNESS WHEREOF, each of the parties hereto has caused this  
Agreement to be executed in its name and on its behalf by its duly authorized  
representative and its seal to be hereunder affixed hereto as of the date  
specified above.  
  
  
NATIONAL INTEGRITY LIFE INSURANCE COMPANY  
  
By: /s/ Xxxxx X. Xxxxxx  
Xxxxx X. Xxxxxx  
Senior Vice President and General Counsel  
  
RYDEX VARIABLE TRUST  
  
  
  
By: /s/ Xxxx X. Xxxxxxxxxxx  
Xxxx X. Xxxxxxxxxxx  
President  
  
RYDEX DISTRIBUTORS, INC.  
  
By: /s/ Xxxx X. Xxxxxxxxxxx  
Xxxx X. Xxxxxxxxxxx  
President  
  
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SCHEDULE A  
  
SEPARATE ACCOUNTS AND ASSOCIATED CONTRACTS  
  
Shares of the Funds of the Trust shall be made available as investments  
for the following Separate Accounts:  
  
<TABLE>  
<CAPTION>  
NAME OF SEPARATE ACCOUNT AND FORM NUMBER AND NAME OF CONTRACT  
DATE ESTABLISHED BY BOARD OF DIRECTORS FUNDED BY SEPARATE ACCOUNT  
<S> <C>  
  
Separate Account I of National Integrity Life Insurance AnnuiChoice variable annuity  
Company Grand Master flex variable annuity  
IQ3 variable annuity  
Established May 19, 1986 IQ Advisor variable annuity  
Pinnacle Plus variable annuity  
  
All contracts issued on form number INT 96 or state variation  
  
Separate Account II of National Integrity Life Insurance Pinnacle variable annuity  
Company  
Form number INT 96 or state variation  
Established May 21, 1992  
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RULE 22C-2 ADDENDUM  
  
As used in this Addendum, the following terms shall have the following meanings,  
unless a different meaning is clearly required by the contexts and any  
capitalized terms not defined herein shall have the meanings given to them in  
the Addendum.  
  
  
  
Intermediary shall mean (i) in the case of a participant-directed employee  
benefit plan that owns securities issued by the Fund (1) a retirement plan  
administrator under ERISA or (2) any entity that maintains the plan's  
participant records; and (ii) an insurance company separate account.  
  
Fund Agent is either (i) an investment adviser to or administrator for the  
Funds, (ii) the principal underwriter or distributor for the Funds, or (iii) the  
transfer agent for the Funds.  
  
SHAREHOLDER INFORMATION  
  
1. AGREEMENT TO PROVIDE INFORMATION. Intermediary agrees to provide the Fund,  
upon written request, the taxpayer identification number ("TIN"), the  
Individual/International Taxpayer Identification Number ("ITIN"), or other  
government-issued identifier ("GII"), and the Contract owner number or  
participant account number associated with the Shareholder, if known, of any or  
all Shareholder(s) of the account and the amount, date, and transaction type  
(purchase, redemption, transfer, or exchange) of every purchase, redemption,  
transfer, or exchange of Shares held through an account maintained by the  
Intermediary during the period covered by the request. Unless otherwise  
specifically requested by the Fund, the Intermediary shall only be required to  
provide information relating to Shareholder-Initiated Transfer Purchases or  
Shareholder-Initiated Transfer Redemptions  
  
1.1 PERIOD COVERED BY REQUEST. Requests must set forth a specific period,  
not to exceed 90 days prior to the date of the request, for which  
transaction information is sought. The Fund may request transaction  
information older than 90 days prior to the date of the request as it deems  
necessary to investigate compliance with policies established by the Fund  
for the purpose of eliminating or reducing any dilution of the value of the  
outstanding shares issued by the Fund.  
  
1.1(A) TIMING OF REQUESTS. Fund requests for Shareholder information  
shall be made no more frequently than quarterly except as the Fund  
deems necessary to investigate compliance with policies established by  
the Fund for the purpose of eliminating or reducing any dilution of  
the value of the outstanding shares issued by the Fund.  
  
1.2 FORM AND TIMING OF RESPONSE. (a) Intermediary agrees to provide,  
promptly upon the request of the Fund or its designee, the requested  
information in Section 1. If requested by the Fund or its designee,  
Intermediary agrees to use its best efforts to determine promptly whether  
any specific person about whom it has received the identification and  
transaction information specified in Section 1 is itself a financial  
intermediary ("indirect intermediary") and, upon further request of the  
Fund or its designee, promptly either (i) provide (or arrange to have  
provided) the information set forth in Section 1 for those shareholders who  
hold an account with an indirect intermediary or (ii) restrict or prohibit  
the indirect intermediary from purchasing, in nominee name on behalf of  
other persons, securities issued by the Fund. Intermediary additionally  
agrees to inform the Fund whether it plans to perform (i) or (ii).  
  
  
  
(b) Responses required by this paragraph must be communicated in writing  
and in a format mutually agreed upon by the parties; and  
  
(c) To the extent practicable, the format for any transaction information  
provided to the Fund should be consistent with the NSCC Standardized Data  
Reporting Format. For purposes of this provision, an "indirect  
intermediary" has the same meaning as in SEC Rule 22c-2 the 1940 Act.  
  
1.3 LIMITATIONS ON USE OF INFORMATION. With respect to all information  
about any Shareholders, including, but not limited to names, addresses,  
telephone numbers, account numbers, customer lists and demographic  
financial and transactional information provided by the Intermediary to  
Fund Agent and/or to which Fund Agent has access at any time (the "Customer  
Information"), Fund Agent agrees as follows:  
  
(a) All Customer Information shall be deemed confidential and proprietary  
to Intermediary;  
  
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(b) Fund Agent shall keep all Customer Information secure and  
confidential;  
  
(c) Fund Agent shall not use the Customer Information for any purpose  
other than as necessary to comply with the provisions of Rule 22c-2 or  
to fulfill other regulatory or legal requirements subject to the  
privacy provisions of Title V of the Xxxxx-Xxxxx-Xxxxxx Act (Public  
Law 106-102) and comparable state laws; and  
  
(d) Fund Agent shall promptly notify Intermediary of any unauthorized  
access to or disclosure of Customer Information.  
  
2. AGREEMENT TO RESTRICT TRADING. Intermediary agrees to execute written  
instructions from the Fund to restrict or prohibit further purchases or  
exchanges of Shares by a Shareholder that has been identified by the Fund as  
having engaged in transactions of the Fund's Shares (directly or indirectly  
through the Intermediary's account) that violate policies established by the  
Fund for the purpose of eliminating or reducing any dilution of the value of the  
outstanding Shares issued by the Fund.  
  
2.1 FORM OF INSTRUCTIONS. Instructions to restrict or prohibit trading must  
include the TIN, ITIN, or GII and the specific individual Contract owner  
number or participant account number associated with the Shareholder, if  
known, and the specific restriction(s) to be executed, including how long  
the restrictions(s) is(are) to remain in place. If the TIN, ITIN, or GII or  
the specific individual Contract owner number or participant account number  
associated with the Shareholders is not known, the instructions must  
include an equivalent identifying number of the Shareholder(s) or  
account(s) or other agreed upon information to which the instruction  
relates.  
  
2.2 TIMING OF RESPONSE. Intermediary agrees to execute instruction from the  
  
  
Fund to restrict or prohibit trading as soon as reasonably practicable, but  
not later than ten business days after receipt of the instructions by the  
Intermediary.  
  
2.3 CONFIRMATION BY INTERMEDIARY. Intermediary must provide written  
confirmation to the Fund that instructions have been executed. Intermediary  
agrees to provide confirmation as soon as reasonably practicable, but not  
later than ten business days after the instructions have been executed.  
  
3. CONSTRUCTION OF THE AGREEMENT; FUND PARTICIPATION AGREEMENTS; TERMINATION.  
The parties have entered into one or more Fund Participation Agreements between  
or among them for the purchase and redemption of shares of the Funds by the  
Accounts in connection with the Contracts. This Addendum supplements those Fund  
Participation Agreements. To the extent the terms of this Addendum conflict with  
the terms of a Fund Participation Agreement, the terms of this Addendum shall  
control.  
  
4. INDEMNIFICATION. The Fund agrees to indemnify and hold harmless Intermediary  
from any and all liability, claim, loss, demand, damages, costs and expenses  
(including reasonable attorney's fees) arising in connection with third party  
claim or action brought against Intermediary as a result of any authorized  
disclosure of a shareholder's taxpayer identification number provided to the  
Fund in response to a request for information pursuant to the terms of this  
Addendum.  
  
5. DEFINITIONS. FOR PURPOSES OF THIS ADDENDUM:  
  
5.1 The term "Fund" shall mean an open-ended management investment company  
that is registered or required to register under section 8 of the  
Investment Company Act of 1940 and includes the fund's principal  
underwriter and transfer agent. The term not does include any "excepted  
funds" as defined in SEC Rule 22c-2(b) under the Investment Company Act of  
1940. Excepted fund means any: (1) money market funds; (2) fund that issues  
securities that are listed on a national exchange; and (3) fund that  
affirmatively permits short-term trading of its securities, if its  
prospectus clearly and prominently discloses that the fund permits  
short-term trading of its securities and that such trading may result in  
additional costs for the fund.  
  
5.2 The term "Shares" means the interests of Shareholders corresponding to  
the redeemable securities of record issued by the Fund under the Investment  
Company Act of 1940 that are held by the Intermediary.  
  
5.3 The term "Shareholder" means the holder of interests in a variable  
annuity or variable life insurance contract issued by the Intermediary  
("Contract").  
  
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5.4. The term "Shareholder-Initiated Transfer Purchase" means a transaction  
  
  
that is initiated or directed by a Shareholder that results in a transfer  
of assets within a Contract to a Fund, but does not include transactions  
that are executed: (i) automatically pursuant to a contractual or  
systematic program or enrollment such as transfer of assets within a  
Contract to a Fund as a result of "dollar cost averaging" programs; (ii)  
pursuant to a Contract death benefit; (iii) one-time step-up in Contract  
value pursuant to a Contract death benefit; (iv) allocation of assets to a  
Fund through a Contract as a result of payments such as loan repayments,  
scheduled contributions, retirement plan salary reduction contributions, or  
planned premium payments to the Contract; or (v) pre-arranged transfers a  
the conclusion of a required free look period.  
  
5.5 The term "Shareholder-Initiated Transfer Redemption" means a  
transaction that is initiated or directed by a Shareholder that results in  
a transfer of assets within a Contract out of a Fund, but does not include  
transactions that are executed: (i) automatically pursuant to a contractual  
or systematic program or enrollments such as transfers of assets within a  
Contract out of a Fund as a result of annuity payouts, loans, systematic  
withdrawal programs, insurance company approved asset allocation programs  
and automatic rebalancing programs; (ii) as a result of any deduction of  
charges or fees under a Contract; (iii) within a Contract out of a Fund as  
a result of scheduled withdrawals or surrenders from a Contract; or (iv) as  
a result of payment of a death benefit from a Contract.  
  
5.6 The term "promptly" as used in Section 1.2 shall mean as soon as  
practicable but in no event later than 10 business days from the  
Intermediary's receipt of the request for information from the Fund or its  
designee.  
  
5.7 The term "written" includes electronic writings and facsimile  
transmissions.  
  
  
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