

CARRIER: LINCOLN BENEFIT LIFE
PACKET CURRENT AS OF: 01-24-05

**CARRIERS REQUIRE ALL
PAGES OF THE
LICENSING PACKET BE
SUBMITTED IN ORDER TO
COMPLETE YOUR
CONTRACTING – THEY NEED
THE ENTIRE
CONTRACT/AGREEMENT AND
ALL RELATED DOCUMENTS.**

**EVERY PAGE NEEDS TO BE
REVIEWED, COMPLETED, OR
SIGNED – THANK YOU FOR
MAKING SURE TO RETURN
EVERY PAGE OF THE PACKET
WE SEND TO YOU, BACK TO
US AT CPS.**

PLEASE READ

**WHEN COMPLETING LINCOLN BENEFIT LIFE CONTRACTING
USE THE FOLLOWING AS GUIDELINE.**

1. COMPLETE THE CONFIDENTIAL INFORMATION FORM

I. IF YOU ARE AN INDIVIDUAL COMPLETE THE
CONFIDENTIAL INFORMATION FORM(C.I.F.).

II. IF YOU ARE AN AGENT WRITING FOR A CORP AND/OR AN
AGENT BEING RECRUITED BY ANOTHER AGENT.

A. THE WRITING AGENT MUST COMPLETE A C.I.F.

B. A C.I.F. MUST BE COMPLETED WITH CORP
INFORMATION.

C. THE PRINCIPAL OF YOUR CORP OR THE RECRUITING
AGENT MUST COMPLETE A C. I. F.

2. EXPLANATIONS TO QUESTIONS 1-5 ON C.I.F.

(IF APPLICABLE)

3. ASSIGNMENT OF COMMISSIONS(IF APPLICABLE)

4. CREDIT AND CRIMINAL CHECK(MANDATORY)

5. THERE ARE TWO CONTRACTS.

I. AGENT'S AGREEMENT

IS FOR AGENTS WHO WORK INDIVIDUALLY AND PAY
COMMISSIONS TO THEMSELVES. SIGN WHERE INDICATED.

II. SPECIAL AGENT'S AGREEMENT

IS FOR AGENTS WHO WRITE FOR A CORP
OR HAVE BEEN RECRUITED BY ANOTHER AGENT
AND PAY COMMISSIONS TO THEIR CORP OR RECRUITING
AGENT.

A. IF AGENT IS RECRUITED BY ANOTHER AGENT HE/SHE
SIGNS UNDER THE "SPECIAL AGENT" HEADING AND THE
RECRUITING AGENT SIGNS UNDER THE HEADING
"RECRUITING ORGANIZATION".

B. IF THE AGENT WRITES FOR A CORP. THE AGENT SIGNS
UNDER THE HEADING "SPECIAL AGENT" AND THE
PRINCIPAL OF THE CORP SIGNS UNDER THE HEADING
"RECRUITING ORGANIZATION".

C. THE PRINCIPAL MUST ALSO COMPLETE A SEPARATE
SPECIAL AGENT'S AGREEMENT WHERE HE SIGNS
HIS/HER NAME UNDER THE HEADING "SPECIAL AGENT"
AND THE HEADING "RECRUITING ORGANIZATION". (THE
REASON BEING THE PRINCIPAL AS WELL AS THE CORP
MUST BE APPOINTED BEFORE HIS AGENT'S ARE
APPOINTED)

6. W-9

7. CORPORATE AGENCY GUARANTEE(MANDATORY)

8. E/O WAIVER OF COVERAGE

I. USE THIS FORM IF YOU ARE COVERED UNDER AN
AGENCY'S POLICY IN WHICH YOU ARE AFFILIATED.

LINCOLN BENEFIT LIFE CONTRACTING CHECK LIST

INDIVIDUAL LIFE AGENTS:

- ☐ A contract signed by you and your recruiter
- ☐ A completed Confidential Personal Information Form (LBL-798)
- ☐ A photocopy of your current resident insurance license (Virginia agents are required to submit a current letter of certification)
- ☐ Current proof of E&O insurance or a copy of your U4 Status Report dated within 6 months (current proof of E&O would be a copy of your declaration page or policy endorsement listing your coverage of at least 1 million)
- ☐ An appointment form, if required (GA, HI, MA, Virgin Islands, WV nonresident)

CORPORATION AND AGENCY CONTRACTING:

- ☐ An individual contract signed by the agent writing business and a contract for the Agency signed by a principal of the Agency and also by the recruiting organization
- ☐ A completed Confidential Personal Information Form (LBL-798) indicating SSN & FED ID number
- ☐ A photocopy of the individual's and Agency's (if the state requires) current resident insurance license (Virginia agents are required to submit a current letter of certification)
- ☐ A Corporate Agency Guaranty (LBL-1219)
- ☐ Current proof of E&O insurance or a copy of your U4 Status Report dated within 6 months (current proof of E&O would be a copy of your declaration page or policy endorsement listing your coverage of at least \$1 million)
- ☐ An appointment form, if required (GA, HI, MA, Virgin Islands, WV nonresident)

VARIABLE CONTRACTING FOR REGISTERED REPRESENTATIVES:

- ☐ A completed Confidential Personal Information Form (LBL-798)
- ☐ Current copy of your U4 Status Report
- ☐ A photocopy of your current resident insurance license indicating variable authority (Virginia agents are required to submit a current letter of certification)
- ☐ An appointment form, if required (GA, HI, MA, Virgin Islands, WV nonresident). If you have an existing appointment with LBL, this may not be needed. Call Licensing at (800) 525-2799 ext. 8485 to verify.

Washington and South Dakota agents cannot solicit prior to appointment approval by the state department! Any business solicited prior to appointment approval will be returned.

Individuals wishing to assign commissions to a corporation should contact the Home Office for an Assignment of Compensation Form (LBL-1054) not allowed in all states. Please note that an assignment of compensation will still require us to 1099 the individual for the commissions earned.

Proper completion of the above will ensure speedy processing of your licensing and contracting. If you need supplies, call our Marketing Services Department at (800) LBL-WATS. We can fax or e-mail most of the forms!

We will be assigning an agent number and sending confirmation of your contracting as quickly as possible; however, please allow time for mail delivery. Your supply kit will be arriving shortly after notification of contracting.

Thank you for your cooperation! Your Licensing Representatives from LINCOLN BENEFIT LIFE

LINCOLN BENEFIT LIFE
C O M P A N Y

A Member of Allstate Financial Group

PO Box 80469, Lincoln, NE 68501-0469
Phone: 800-525-9287 Fax: 402-328-6118
Email Address for Licensing Questions: lbldcpt@allstate.com

CONFIDENTIAL PERSONAL INFORMATION FORM

Please type or print this form in black ink clearly and fully.

mgA #13775

Step 1 Contract Type (please check only one)

Contract is for: ☐ Individual ☐ Corporation/Firm

Step 2 Individual Applicants Information

If applying for a Corporation/Firm contract, please answer the questions in step 2 on principal of the organization.

Social Security Number: - - Gender: ☐ Male ☐ Female
Required

Name (as appears on Resident License):

First Middle Last

Date of Birth: / / E-mail Address: -

Business Phone: () Fax: () Home Phone: ()

Business Name: _____

Business Address: _____
Street Suite Number City State Zip

Home Address: _____
Street Apt. Number City State Zip

Step 3 Corporate/Firm Applicant Information

Individual Applicants Do Not complete Step 3.

Tax ID Number: -
Required

Type of Agency/Firm: ☐ Corporation ☐ Partnership/Sole Prop.

Firm Name: _____ Firm Phone: ()

Firm Address: _____
Street Suite Number City State Zip

Firm Fax #: () Firm E-mail Address: _____

Step 4 License Data

Attach a current copy of your resident insurance license. License #: _____

Attach a current copy of any non-resident insurance license where you want to be appointed: _____

Step 5 E & O Insurance (please check only one)

- ☐ I currently maintain E&O coverage (individually or through an agency) meeting the standards established by LBL. Attached is a current copy of the E&O policies Declaration Page showing policy number, expiration date and a minimum limit of \$1 million per claim. (If covered by an agency, the declaration page is accompanied by an endorsement page naming me as an insured under the policy.)
- ☐ I am exempt from the E&O requirement because I am contracted directly under a bank with LBL.
- ☐ I am exempt from the E&O requirement because I am registered with a Broker/Dealer and am including my CRD# _____ or Broker/Dealer name _____
- ☐ I have applied for E&O coverage with LBL's E&O provider and my application is pending.

Step 6 NASD Registration

Complete Step 6 only if requesting a variable appointment.

CRD #: _____

Broker Dealer: _____
(Print)

Wholesaler Name (if applicable): _____
(Print)

Step 7 Regulatory & Background Questions

Please answer the following questions on the individual agent or the principal of the corporation/agency applying for the contract.

- (1) Have you ever been charged with a felony? ☐ Yes ☐ No
- (2) Have you ever been charged with a misdemeanor including allegations of fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion or a conspiracy to commit any of these offenses? ☐ Yes ☐ No
- (3) Have you individually, or has a company you exercised control over, filed a bankruptcy petition or been the subject of an involuntary bankruptcy petition in the previous 2 years? ☐ Yes ☐ No
- (4) Has any regulatory body ever suspended or revoked any insurance, securities or other professional license? ☐ Yes ☐ No

If you answered "yes" to any of the above questions, attach explanations.

Step 8 Direct Deposit of Commissions

Having your commissions direct deposited is optional, however, it can speed up the receipt of your commissions by several days.

☐ I wish to have my commissions Direct Deposited (for direct deposit of variable commissions, please contact your Broker Dealer)

Fax # for pre-deposit notification (optional): (_____) _____

***** ATTACH YOUR VOIDED CHECK / SAVINGS DEPOSIT SLIP *****

Bank institution name: _____

Bank institution address: _____

Type of Account: ☐ Checking ☐ Savings Account #: _____ Routing #: _____

By signing below,

I authorize and request Lincoln Benefit Life Company to direct the net amount of any payment to me for crediting in my account at the financial institution designated above. "Payment" means any compensation payable to me under the terms of my contract. This authorization is not an assignment of my rights to receive such payment and revokes all prior payment direction notifications applicable to any such payment. I understand that the financial institution designated above reserves the right to cancel this agreement by notice to me; however, the authorization will remain in full force and effect with Lincoln Benefit Life Company until Lincoln Benefit Life Company has received written notification from me of its termination in such time and in such manner as to afford Lincoln Benefit Life Company a reasonable opportunity to act upon it.

Step 9 Certification & Authorization

Certification - Under penalties of perjury, I certify that (1) 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 (2) 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.

Authorization for Release of Information - I hereby authorize any bank, credit bureau, financial institution, insurance company, agency, court of law, person, or organization that has any records or knowledge of my financial status, credit standing, or criminal history to give Lincoln Benefit Life or their representative any such information. It is our policy to develop background information on agents who wish to be appointed with our company using credit reports and criminal court records (involving convictions only). If as a result of the investigation, we are unable to appoint you, we will notify you. Subsequent credit reports and criminal court records reports may be requested from time to time in order to update our files.

I agree not to solicit business for Lincoln Benefit Life until my license is in my possession and when the company notifies me that I am qualified to write business for this company.

I certify that the information and answers to the questions on this processing form are true and correct to the best of my knowledge. Information found to be incorrect may result in termination.

We certify that the information you have entered here will be held in strict confidence.

PLEASE SIGN HERE: _____ **DATE:** _____

Before submitting to Home Office, include a contract signed by you and your recruiter, as well as the attached Fair Credit Reporting Act (FCRA) form.

LINCOLN BENEFIT LIFE
C O M P A N Y

A Member of Allstate Financial Group

CORPORATE AGENCY GUARANTY

This Guaranty must be executed by the principals of a corporate agency. It makes the principals personally liable for all funds due Lincoln Benefit Life Company which are not paid for by the corporate agency.

IN CONSIDERATION of Lincoln Benefit Life contracting with

_____ (corporate agency) and as an inducement for the Company to do so, the undersigned, each in his or her own right, jointly and severally, guarantee on behalf of themselves, their personal representatives, successors and assigns, the faithful performance by the corporated agency of all obligations imposed upon it by the terms of its agreements with Lincoln Benefit Life Company as currently made or as amended, and do firmly bind ourselves to pay any sum for which the corporate agency becomes liable to the Company by the terms and provisions of such agreements which is not paid by the corporated agency.

Dated: _____

(signature)

(signature)

(signature)

(signature)

*Please do not include titles by signatures.

LINCOLN BENEFIT LIFE
C O M P A N Y

A Member of Allstate Financial Group

**Release Authorization and
Fair Credit Reporting Act Disclosure
Regarding Procurement of A Consumer Report**

This is to notify you that in connection with your agent application, we may procure a consumer report on you as part of the process of considering your application or determining whether you meet our contracting standards. In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the adverse decision, we will provide you with a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act.

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

This release and authorization shall remain valid and in effect for the duration of your contract with us. We reserve the right to run subsequent consumer reports and/or investigative consumer reports on an as-needed basis.

You may revoke this Authorization at any time, provided that the revocation is in writing, except to the extent that Lincoln Benefit Life has taken actions relying on this Authorization. If you would like to revoke this Authorization, please send a written revocation to: Lincoln Benefit Life, P.O. Box 80469, Lincoln, NE 68506-0469.

By signing below, I hereby authorize Lincoln Benefit Life and its affiliates to obtain a consumer report and/or an investigative report about me in order to process my agent application. In addition, I also authorize all entities having information about me, including present and former employers, criminal justice agencies, departments of motor vehicles, schools, and credit reporting agencies, to release such information to Lincoln Benefit Life and its affiliates.

Signature: _____ Date: _____

Please print the following information:

Name: _____

Home Address: _____

City/State/Zip: _____

Date of Birth*: _____

Social Security Number: _____

* Date of Birth required for background investigation purposes only, and will be used for no other purposes.

Applicants: Please retain a copy for your files.

Lincoln Benefit Life Company

2940 South 84th Street Lincoln, Nebraska 68506-4142 Phone 800.525.9287 Fax 402.328.6118 Email lblicdpt@allstate.com
LBL-6221, Rev. 08/02

**LINCOLN BENEFIT LIFE
C O M P A N Y**

A Member of Allstate Financial Group

**Release Authorization,
Fair Credit Reporting Act Disclosure and California Investigative Reporting Act Disclosure
Regarding Procurement of A Consumer Report and An Investigative Consumer Report
CALIFORNIA RESIDENT AGENTS ONLY**

This is to notify you that Lincoln Benefit Life Company ("LBL") may procure a consumer report on you as part of the process of considering your agent application or determining whether you meet our contracting standards. The consumer report is based on public information relating to you. In the event that information from the consumer report is utilized, in whole or in part, in making an adverse decision, we will provide you with a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act before making the adverse decision.

Please be advised that we may also obtain an investigative consumer report on you. An investigative consumer report includes information as to your character, general reputation, personal characteristics, and mode of living. In California, this report may be covered under the California Investigative Consumer Reporting Agencies Act (the "CICRAA"). LBL will procure this report using an Investigative Consumer Reporting Agency. The exact nature and scope of the report requested by LBL includes: Social Security Number Verification, County Criminal Records Search, Bankruptcy Search, Tax Lien Search and Insurance Background Search. This information may also be obtained by contacting your present and previous employers or references supplied by you. The Investigative Consumer Reporting Agency contracted to prepare the report is:

Business Information Group, Inc.
PO Box 130
Southampton, PA 18966
1-800-260-1680

This release and authorization shall remain valid and in effect for the duration of your contract with us. We reserve the right, where permitted by law, to run subsequent consumer reports and/or investigative consumer reports on an as-needed basis. You may revoke this Authorization at any time, provided that the revocation is in writing, except to the extent that LBL has taken actions relying on this Authorization. If you would like to revoke this Authorization, please send a written revocation to: Lincoln Benefit Life Company, P.O. Box 80469, Lincoln, NE 68506-0469.

LBL will not request a subsequent investigative consumer report for California residents without obtaining a new Release Authorization form signed by you, unless obtaining the investigative consumer report is otherwise authorized under the CICRAA.

Under the CICRAA, you have a right to request a copy of the consumer report from the Investigative Consumer Reporting Agency named above. Attached you will find a copy of Section 1786.22 of the CICRAA outlining the rights that you have to access the information contained in the investigative consumer report. You may also obtain a copy of the consumer report or investigative consumer report from LBL by checking the box below.

By signing below, I hereby authorize LBL and its affiliates to obtain a consumer report and/or an investigative report about me from Business Information Group, Inc. in order to process my agent application. In addition, I also authorize all entities having information about me, including present and former employers, criminal justice agencies, departments of motor vehicles, schools, and credit reporting agencies, to release such information to Business Information Group, Inc. and/or LBL or its affiliates.

Signature: _____

Date: _____

FOR CALIFORNIA RESIDENTS:

☐ I wish to be provided with a copy of the report obtained from Business Information Group.

Please print the following information:

Name: _____

Home Address: _____

City/State/Zip: _____

Date of Birth*: _____ Social Security Number: _____

* Date of Birth required for background investigation purposes only, and will be used for no other purposes.

Applicants: Please retain a copy for your files.

Lincoln Benefit Life Company

2940 South 84th Street Lincoln, Nebraska 68506-4142 Phone 800.525.9287 Fax 402.328.6118 Email lblicdpt@allstate.com
LBL-6313, Rev. 12/02

INVESTIGATIVE CONSUMER REPORTING AGENCIES ACT
California Civil Code Section 1786.22

- (a) An Investigative Consumer Reporting Agency shall supply files and information required under Section 1786.10 during normal business hours and on reasonable notice.
- (b) Files maintained on a consumer shall be made available for the consumer's visual inspection, as follows:
 - (1) In person, if he appears in person and furnishes proper identification. A copy of his file shall also be available to the consumer for a fee not to exceed the actual costs of duplication services provided.
 - (2) By certified mail, if he makes a written request, with proper identification, for copies to be sent to a specified addressee. Investigative Consumer Reporting Agencies complying with requests for certified mailings under this section shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the investigative consumer reporting agencies.
 - (3) A summary of all information contained in files on a consumer and required to be provided by Section 1786.10 shall be provided by telephone, if the consumer has made a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to the consumer.
- (c) The term "proper identification" as used in subdivision (b) shall mean that information generally deemed sufficient to identify a person. Such information includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if the consumer is unable to reasonably identify himself with the information described above, may an Investigative Consumer Reporting Agency require additional information concerning the consumer's employment and personal or family history in order to verify his identity.
- (d) The Investigative Consumer Reporting Agency shall provide trained personnel to explain to the consumer any information furnished him pursuant to Section 1786.10
- (e) The Investigative Consumer Reporting Agency shall provide a written explanation of any coded information contained in files maintained on a consumer. This written explanation shall be distributed whenever a file is provided to a consumer for visual inspection as required under Section 1786.22.
- (f) The consumer shall be permitted to be accompanied by one other person of his choosing, who shall furnish reasonable identification. An Investigative Consumer Reporting Agency may require the consumer to furnish a written statement granting permission to the consumer reporting agency to discuss the consumer's file in such person's presence.

Lincoln Benefit Life Company

2940 South 84th Street Lincoln, Nebraska 68506-4142 Phone 800.525.9287 Fax 402.328.6118 Email lblicdpt@allstate.com
LBL-6313, Rev. 12/02

**Lincoln Benefit Life Company, Lincoln, Nebraska
AGENT'S AGREEMENT — APPOINTMENT**

AGENT:

Name: _____

By: _____
(Signature of Agent or Firm Principal)

(Print or Type Name and Title Here)

Date: _____

**BENEFICIARY TO RECEIVE COMMISSIONS PAYABLE
AFTER DEATH (LIMITED TO ONE INDIVIDUAL):**

Name of Beneficiary: _____

(Print or Type Name Here)

Relationship: _____

RECRUITER MUST COMPLETE...

COMMISSION SCHEDULE FORM: _____

RECRUITING ORGANIZATION:

Name: CPS Insurance Services

By: _____
(Signature of Agent or Firm Principal)

(Print or Type Name and Title Here)

Recruiter's Agent #: 13775

LINCOLN BENEFIT LIFE COMPANY:

(Signature of Robert W. Birman)

By: Robert W. Birman, Vice President

Contract Effective Date: _____

Lincoln Benefit Life Company ("LBL") hereby appoints the individual or entity named above as its **AGENT ("you")** with duties, powers, and obligations as herein set forth, and you hereby accept the appointment on the terms and conditions set forth herein. The provisions stated in all supplements, Commission Rules, and Schedule of Commissions are incorporated into and made a part of this Agreement. **Effective Date** -- This Agreement shall become effective on the date shown above. If any provision of the Agreement is now or shall in the future be in conflict with any applicable law or any valid Department of Insurance ruling or order, it shall be modified to the extent necessary for compliance. This Agreement shall supersede all previous agreements between the parties.

Authority — You are authorized to act as an Agent on behalf of **LBL** for the purpose of developing and supervising the distribution of **LBL's** insurance products. Specifically, you are authorized to:

- 1) Recruit and recommend persons for appointment by **LBL** as insurance agents.
- 2) Train and supervise such agents in accordance with the standards of **LBL** and the requirements of the state or states in which they are licensed and in which they act as an agent for **LBL**.
- 3) Solicit applications for the policies of insurance and annuity contracts written by **LBL** and approved for marketing.

Responsibilities — You are required to follow certain guidelines while exercising the authority granted under this Agreement. These guidelines include, but are not limited to, the following:

- 1) For any applications solicited by you, you shall submit such applications when received to **LBL**. You shall also collect the first premium and transmit all collections immediately to **LBL**.

- 2) You shall promptly deliver any policy or contract issued by **LBL** to owner of the policy or contract. In no event shall delivery take longer than thirty (30) days from the date you receive the policy or contract. In the event delivery will take longer than thirty (30) days, you are required to notify **LBL**.
- 3) You shall make reasonable effort to preserve business issued by **LBL** and to maintain in force policies issued by **LBL**.
- 4) You shall at all times comply with the rules and regulations of **LBL** pertaining to underwriting practices, acceptance of risks, delivery of policies, and all other areas of conduct for **LBL's** business.
- 5) Licensing of agents shall be in compliance with statutory and regulatory requirements of the Departments of Insurance or other regulatory agencies and in accordance with the standards and procedures established by **LBL**. Neither you nor any of your agents shall solicit business for **LBL** until you are notified in writing by **LBL** that you or they are qualified to write business for **LBL**.
- 6) You shall notify **LBL** immediately upon becoming aware of any misdemeanor or felony criminal convictions (excluding minor traffic citations) relating to you, your employees, or any agent licensed under you and appointed with **LBL**.

7) Comply with **LBL's** policies and procedures concerning the replacement of life insurance policies and annuity contracts. A replacement occurs whenever an existing policy or contract is terminated, converted, or otherwise changed in value. For any transaction involving a replacement, **LBL** requires you to:

- a) recommend the replacement only when replacement is in the best interest of the customer;
- b) fully disclose any and all relevant information to the customer, including: (i) comparing old and new premium expenses, surrender charges, cash values, and death benefits; (ii) any specific loss of cash value or policy value related to surrendering the existing policy; (iii) all guaranteed and maximum values of both policies; (iv) whether a new contestability period and/or suicide clause will start under the new policy; and (v) whether the customer will have to resubmit to underwriting to purchase the new policy;
- c) provide state-required replacement notices to customers on the same day the application is taken and indicate on the application that the transaction involves the full or partial replacement of an existing policy; and
- d) never recommend that a customer cancel an existing policy until a new policy is in force, and the customer has determined that the new policy is acceptable.

8) Adhere to **LBL's** rules and regulations concerning ethical market conduct, which require that you:

- a) carefully evaluate the insurance needs and financial objectives of your clients, and use sales tools (e.g., policy illustrations and sales brochures) to determine that the insurance or annuity you are proposing meets these needs;
- b) maintain a current license and valid appointment in all states in which you promote the sale of **LBL** products to customers and keep current of changes in insurance laws and regulations by reviewing the bulletins and newsletters published by the State Departments of Insurance and **LBL**;
- c) comply with **LBL's** policies concerning replacements, and refrain from providing false or misleading information about a competitor or competing product or otherwise making disparaging remarks about a competitor;
- d) submit, prior to use, all advertising materials intended to promote the sale of **LBL** products to **LBL** for approval;
- e) immediately report to **LBL** any customer complaints, whether written or oral, and assist **LBL** in resolving the complaint to the satisfaction of all parties; and
- f) communicate these standards to any agents or officer personnel that you directly supervise and request their agreement to be bound by these conditions as well.

9) During the term of this Agreement, you will maintain errors and omissions insurance coverage in an amount satisfactory to **LBL** underwritten by an insurer satisfactory to **LBL**. Coverage must insure against any negligent act, error, or omission by you or any person employed by you in the rendering of any services related to this Agreement. You will provide proof of such coverage upon our request.

Independent Contractor – The relationship you have with **LBL** under this Agreement is that of an independent contractor. Neither you nor your employees or agents shall be deemed to be the employee or servant of **LBL**.

You also acknowledge that all agents in your hierarchy are independent contractors of **LBL** and, at a subagent's election or for good cause, can be transferred by **LBL** in accordance with **LBL's** transfer rules. None of the benefits provided by **LBL** to its employees, including, but not limited to, workers compensation insurance and unemployment insurance, are available to you, your employees, and agents.

Limitation of Authority – You shall not possess or exercise any authority on behalf of **LBL** other than expressly conferred by this Agreement. Activities that you are specifically not authorized to perform on behalf of **LBL** include, but are not limited to:

- 1) Making, altering, or discharging any contract.
- 2) Incurring any indebtedness or liability on behalf of **LBL**.
- 3) Expending, or contracting for the expenditure of, any funds of **LBL**.
- 4) Extending the time for payment of any premium, binding **LBL** to the reinstatement of any terminated policy, or accepting notes for payment of premiums.
- 5) Waiving or modifying any terms, conditions, or limitations of any policy.
- 6) Adjusting, settling, or committing **LBL** to any action regarding any claim.
- 7) Issuing, using, or circulating any advertisement or literature referencing **LBL** unless the advertisement or literature has first been approved in writing by **LBL**.
- 8) Entering into any legal proceedings on behalf of **LBL** in connection with any matters pertaining to **LBL's** business.
- 9) Delivering any policy issued by **LBL** prior to the settlement by the applicant of the first premium or required funding for the policy or contract.
- 10) Delivering any policy when you or your agents have knowledge of any impairment of the applicant's health either not disclosed on the application or that occurred subsequent to the securing of the application.

Records – All books, records, application forms, and material furnished by **LBL** pertaining to the solicitation of applications for insurance hereunder shall be the property of **LBL** and shall be returned to **LBL** upon termination of this Agreement. All other records pertaining to your performance under this agreement shall be open to inspection by **LBL** or by the Department of Insurance (as required by law) at all times.

Expenses – You shall pay all expenses of every nature incurred in connection with the conduct of your business, and **LBL** shall not be liable in any way therefore.

Taxes – You shall assume full responsibility for, and indemnify **LBL** against, any liability in connection with the payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, income tax, and related laws with respect to compensation received under this Agreement by you.

Fiscal Responsibility – You shall immediately pay to **LBL** all monies received by you or your agents on all applications obtained and policies issued. All such funds shall be segregated by you and held by you in trust. Such funds shall not be used by you for any purpose.

Indebtedness – You shall be responsible to **LBL** for the acts of your agents and employees and for the indebtedness of your agents to **LBL**. **LBL** shall have a retaining first lien against any commissions payable hereunder for any indebtedness of you or your agents to **LBL**, and **LBL** may charge and set off any such amounts due from commissions payable. Your indebtedness shall bear interest at the rate of one percent (1%) per month and shall be absolutely repayable on demand from **LBL**. Following demand for repayment or termination of this Agreement, whichever occurs first, all indebtedness shall bear interest at the maximum lawful rate from that date until paid. You shall be responsible to **LBL** for all costs and expenses, including legal fees, incurred by **LBL** as a part of its efforts to collect indebtedness.

Compensation – Your compensation shall be based on your personal production and the production of all agents assigned to you. You shall be compensated according to the Schedule of Commissions, as amended from time to time, for premiums received on policies issued by **LBL** for applications secured under this Agreement. Payment of commissions and service fees shall be made at such times and in the manner **LBL** considers appropriate for the efficient administration of this Agreement. The Schedule of Commissions is subject to change by **LBL**, but any change shall not apply to business written prior to the effective date of the change. The statements issued by **LBL** concerning agent's commissions and service fees paid and/or payable, advances and indebtedness shall be conclusive unless, within thirty (30) days following receipt of the statement, you notify **LBL** of a dispute regarding any transactions reported on that statement. If a policy on which you are receiving commission or service fees lapses for any reason, no further commission or service fees will be paid to you unless the policy is reinstated solely due to your actions. If, for any reason, **LBL** refunds any premium on which you received a commission or service fee, you shall immediately repay to **LBL** the commission or service fee received on such premium.

Vesting – Your right to commissions shall be deemed fully vested, and except as specifically limited to herein, the renewal commissions shall be paid for the term and in the amount shown in the Schedule of Commissions. Your right to service fees shall continue so long as this Agreement is in force. Following termination of this Agreement for any reason, the amount shown as service fees in the Schedule of Commissions may be reduced by one-half.

Beneficiary – You may name a beneficiary to receive any commissions payable after your death. **LBL** reserves the right to require evidence that there are no conflicting claims before making payments to the named beneficiary.

Non-Public Personal Financial Information –

(Requirements pursuant to the Gramm-Leach-Bliley Act)

You agree to protect any confidential information of **LBL** customers that is accessible by you. Confidential Information includes, but is not limited to, any nonpublic personal information about **LBL's** customers or potential customers, regardless of whether it is personally identifiable or anonymous information. Such nonpublic personal information includes, but is not limited to:

- 1) Application information, such as assets and income;
- 2) Identifying information, such as name, address and social security number;
- 3) Transaction information such as policy activity; contract balances, purchases and withdrawals; and
- 4) Information from other sources, such as credit reports.

You agree, now and at all times in the future, not to use or disclose Confidential Information to any person or entity, other than to carry out the purposes for which the **LBL** applicant or customer disclosed the information, or as necessary to carry out the lawful business purposes of this Agreement, or as otherwise allowed by law or regulation. Use or disclosure of Confidential Information shall comply with federal and state privacy laws, rules and regulations. You agree to adhere to **LBL's** policies and procedures related to maintaining the privacy and protection of applicants' and customers' Confidential Information.

You shall establish policies and procedures to protect such Confidential Information in accordance with commercially reasonable standards and at a minimum using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication of such Confidential Information as **LBL** uses to protect its own confidential information. You will implement appropriate measures to:

- 1) Ensure the security and confidentiality of **LBL's** customer information;
- 2) Protect against any anticipated threats or hazards to the security or integrity of such information; and
- 3) Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.

Confidential Information shall be returned to **LBL**, or destroyed upon **LBL's** request, once the services contemplated by this Agreement have been completed, or upon termination of this Agreement. In addition, you shall not be entitled to use such Confidential Information for any purpose thereafter.

Further, you agree that any violation of this section shall be a material breach of this Agreement and shall entitle **LBL** to immediately terminate this Agreement without penalty upon notice to you. You agree to permit **LBL** to audit your compliance with this section, and with all applicable laws, rules and regulations, during regular business hours upon reasonable notice to you. The provisions of this section shall survive any termination of this Agreement.

Protected Health Information –
(Requirements pursuant to HIPAA)

1) Definitions. The following definitions relate to this section only.

- a) Business Associate. "Business Associate" means a person who performs, or assists in the performance of, a function or activity involving the use or disclosure of individually identifiable health information, or any other function or activity regulated by the Privacy Rule.
- b) Individual. "Individual" means the person who is the subject of protected health information, or that person's personal representative in his or her fiduciary capacity.
- c) Individually Identifiable Health Information shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, health care clearinghouse (as those terms are defined in the Privacy Rule), or employer; and (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as in effect or as amended.
- e) Protected Health Information. "Protected Health Information" shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that you create or receive from or on behalf of **LBL** in the course of fulfilling its obligations under this Agreement. "Protected Health Information" shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, and (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv).
- f) Required By Law. "Required By Law" means a mandate contained in law that compels a covered entity to make a use or disclosure of protected health information and that is enforceable in a court of law.
- g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2) Obligations and Activities

- a) You, as a Business Associate of **LBL**, agree to comply with the duties and requirements placed upon Business Associates by the Privacy Rule or as otherwise Required By Law.
- b) You agree to comply with the policies and procedures of **LBL** with respect to Protected Health Information.
- c) You agree to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- d) You agree to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- e) You agree to mitigate, to the extent practicable, any harmful effect that is known to you of a use or disclosure of Protected Health Information by you in violation of the requirements of this Agreement.
- f) You agree to report to **LBL** any use or disclosure of the Protected Health Information not authorized or provided for by this Agreement of which it becomes aware, within thirty (30) days of becoming aware of such use or disclosure.
- g) You agree to ensure that any person or entity to whom you provide Protected Health Information received from **LBL** or the individual, or created or received by you on behalf of **LBL**, agrees to the same restrictions and conditions that apply through this Agreement to you with respect to such information.
- h) You agree to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by you on behalf of, **LBL**, available to **LBL**, or to the Secretary, within ten (10) days of such request, or as designated by the Secretary, for purposes of the Secretary determining **LBL's** compliance with the Privacy Rule.
- i) You shall keep a record of disclosures of Protected Health Information and agree to make information regarding disclosures of Protected Health Information available to **LBL** within fifteen (15) days of a request by **LBL**. You shall provide, at a minimum, the following information: (i) the date of disclosure; (ii) the name of the entity or person who received the Protected Health Information, and the address of such entity or person, if known; (iii) a brief description of the Protected Health Information disclosed; (iv) a brief statement regarding the purpose and explanation of the basis of such disclosure and (v) the names of all individuals whose protected health information was disclosed.
- j) Within fifteen (15) business days of a request by **LBL**, you agree to comply with **LBL's** request to accommodate an individual's access to his/her Protected Health Information. In the event an individual contacts you directly about access to Protected Health Information, you will not provide access to the individual but shall forward such request to **LBL** within five (5) business days of such contact.

k) Within fifteen (15) business days of a request by **LBL**, you agree to comply with **LBL's** request to make amendments to Protected Health Information. You shall promptly incorporate any such amendments into the Protected Health Information. In the event an individual contacts you directly about making amendments to Protected Health Information, you will not make any amendments to the individual's Protected Health Information but shall forward such request to **LBL** within five (5) business days of such contact.

l) You agree to notify **LBL** within five (5) business days of your receipt of any request, subpoena, or judicial or administrative order to disclose Protected Health Information. To the extent that **LBL** decides to assume responsibility for challenging the validity of such request, subpoena or order, you agree to cooperate fully with **LBL** in such challenge.

m) If a customer terminates his or her relationship with you, or the customer's policy is not renewed or is canceled, you shall return to **LBL**, or destroy, all Protected Health Information received from **LBL**, or created or received by you from the customer. This provision shall apply to Protected Health Information that is in the possession of your employees, subcontractors, agents or associates. You shall retain no copies of the Protected Health Information.

3) Permitted Uses and Disclosures

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, you may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, **LBL** as specified in the Agreement provided that such use or disclosure would not violate the Privacy Rule if done by **LBL**.

Specific Use and Disclosure Provisions

a) Except as otherwise limited in this Agreement, you may use Protected Health Information for the proper management and administration of your business or to carry out your legal responsibilities.

b) Except as otherwise limited in this Agreement, you may disclose Protected Health Information for the proper management and administration of your business, provided that disclosures are Required By Law, or you obtain reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies you of any instances of which it is aware in which the confidentiality of the information has been breached.

c) You may use Protected Health Information to report violations of law to **LBL** and to appropriate Federal and State authorities, where consistent with the Privacy Rule.

4) Obligations of **LBL**

To the extent that your use or disclosure of Protected Health Information may be affected, **LBL** shall notify you of:

a) Any limitation(s) in its notice of privacy practices of **LBL**;

b) Any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information;

c) Any restriction to the use or disclosure of Protected Health Information that **LBL** has agreed to.

5) Termination

a) Termination for Cause. Upon **LBL's** knowledge of a material breach or violation of the requirements imposed by the Privacy Rule by you, **LBL** may either:

b) Provide an opportunity for you to cure the breach or end the violation and terminate this Agreement if you do not cure the breach or end the violation within the time specified by **LBL**;

c) Immediately terminate this Agreement if you have committed a material breach or violated the Privacy Rule and cure is not possible; or

d) If neither termination nor cure are feasible, **LBL** shall report the violation to the Secretary.

6) Effect of Termination.

a) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, you shall return or destroy all Protected Health Information received from **LBL**, or created or received by you on behalf of **LBL**. This provision shall apply to Protected Health Information that is in the possession of your employees, subcontractors, agents or associates. You shall retain no copies of the Protected Health Information.

b) In the event that you determine that returning or destroying the Protected Health Information is infeasible, you shall provide to **LBL** notification of the conditions that make return or destruction infeasible. Upon written notice by you to **LBL** that return or destruction of Protected Health Information is infeasible, you shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as you maintain such Protected Health Information.

7) Indemnification. You hereby agree to indemnify and hold **LBL**, its employees, officers and directors harmless from and against any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by **LBL**, its employees, officers or directors in connection with any claim, suit, or action asserted against such entity or person resulting from the failure to fulfill any obligation imposed on you by the Privacy Rule by you or your employees, agents or subcontractors.

- 8) Injunction. You hereby agree that **LBL** will suffer irreparable damage upon your breach of your obligations under the privacy provisions of this Agreement, and that such damages shall be difficult to quantify. You hereby agree that **LBL** may file, and you will not contest, an action for an injunction to enforce such provisions against you, in addition to any other remedy **LBL** may have.
- 9) Survival. Your respective rights and obligations relating to the requirements of the Privacy Rule and Protected Health Information shall survive the termination of this Agreement.
- 10) Interpretation. Any ambiguity in this Agreement shall be resolved to permit **LBL** to comply with the Privacy Rule.

Assignment – You may not assign this Agreement, any interest in this Agreement, or any compensation earned or to be accrued under this Agreement without the prior written consent of **LBL**.

Termination – Either party may terminate this Agreement at any time by giving written notice. Notice may be mailed or delivered to the last known address of the other party. If you reside in, or are licensed in, Arkansas, Florida, Illinois, Missouri and/or Oregon, you hereby agree to waive any advance notice of termination and agree that termination will be effective immediately upon delivery of written notice. Upon termination, you shall in no manner thereafter act for **LBL** and shall promptly account for and remit to **LBL** any monies then held for it. On demand, you shall turn over to **LBL** all undelivered policies, ratebooks, other records, materials, and properties pertaining to your agency business. Your right to any commission or any other thing of value shall cease if you: commit any act that injures the business or reputation of **LBL**; fail to account for and remit promptly any monies collected by you for **LBL**; or, withhold any policies, money or other property belonging or returnable to **LBL**.

Law Applicable – The execution and performance of this Agreement involves transacting business in the State of Nebraska by you with **LBL**. This Agreement shall be governed by and construed according to the laws of the State of Nebraska. All actions with respect to this Agreement shall be brought in a court of competent jurisdiction in Lancaster County, Nebraska.

Lincoln Benefit Life Company, Lincoln, Nebraska
SPECIAL AGENT'S AGREEMENT — APPOINTMENT

SPECIAL AGENT:

Name: _____

By: _____
(Signature of Agent or Firm Principal)

(Print or Type Name and Title Here)

Date: _____

RECRUITING ORGANIZATION:

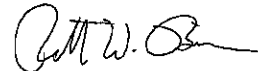
Name: _____

By: _____
(Signature of Agent or Firm Principal)

(Print or Type Name and Title Here)

Recruiter's Agent #: _____

LINCOLN BENEFIT LIFE COMPANY:



By: Robert W. Birman, Vice President

Contract Effective Date: _____

Lincoln Benefit Life Company ("LBL") hereby appoints the individual or entity named above as its **SPECIAL AGENT ("SA" or "you")** with duties, powers, and obligations as herein set forth, and **SA** hereby accepts the appointment on the terms and conditions set forth herein. The provisions stated in all supplements are incorporated into and made a part of this Agreement. **Effective Date** -- This Agreement shall become effective on the date shown above. If any provision of the Agreement is now or shall in the future be in conflict with any applicable law or any valid Department of Insurance ruling or order, it shall be modified to the extent necessary for compliance. This Agreement shall supersede all previous agreements between the parties.

Authority — You are authorized to act as an Agent on behalf of **LBL** for the purpose of developing and supervising the distribution of **LBL's** insurance products. Specifically, you are authorized to:

- 1) Solicit applications for the policies of insurance and annuity contracts written by **LBL** and approved for marketing.

Responsibilities — You are required to follow certain guidelines while exercising the authority granted under this Agreement. These guidelines include, but are not limited to, the following:

- 1) For any applications solicited by you, you shall submit such applications when received to **LBL**. You shall also collect the first premium and transmit all collections immediately to **LBL**.
- 2) You shall promptly deliver any policy or contract issued by **LBL** to owner of the policy or contract. In no event shall delivery take longer than thirty (30) days from the date you receive the policy or contract. In the event delivery will take longer than thirty (30) days, you are required to notify **LBL**.
- 3) You shall make reasonable effort to preserve business issued by **LBL** and to maintain in force policies issued by **LBL**.
- 4) You shall at all times comply with the rules and regulations of **LBL** pertaining to underwriting practices, acceptance of risks, delivery of policies, and all other areas of conduct for **LBL's** business.

- 5) Licensing of agents shall be in compliance with statutory and regulatory requirements of the Departments of Insurance or other regulatory agencies and in accordance with the standards and procedures established by **LBL**. Neither you nor any of your agents shall solicit business for **LBL** until you are notified in writing by **LBL** that you or they are qualified to write business for **LBL**.

- 6) You shall notify **LBL** immediately upon becoming aware of any misdemeanor or felony criminal convictions (excluding minor traffic citations) relating to you, your employees, or any agent licensed under you and appointed with **LBL**.

- 7) Comply with **LBL's** policies and procedures concerning the replacement of life insurance policies and annuity contracts. A replacement occurs whenever an existing policy or contract is terminated, converted, or otherwise changed in value. For any transaction involving a replacement, **LBL** requires you to:

- a) recommend the replacement only when replacement is in the best interest of the customer;
- b) fully disclose any and all relevant information to the customer, including: (i) comparing old and new premium expenses, surrender charges, cash values, and death benefits; (ii) any specific loss of cash value or policy value related to surrendering the existing policy; (iii) all guaranteed and maximum values of both policies; (iv) whether a new contestability period and/or suicide clause will start under the new policy; and (v) whether the customer will have to resubmit to underwriting to purchase the new policy;

- c) provide state-required replacement notices to customers on the same day the application is taken and indicate on the application that the transaction involves the full or partial replacement of an existing policy; and
 - d) never recommend that a customer cancel an existing policy until a new policy is in force, and the customer has determined that the new policy is acceptable.
- 8) Adhere to **LBL's** rules and regulations concerning ethical market conduct, which require that you:
- a) carefully evaluate the insurance needs and financial objectives of your clients, and use sales tools (e.g., policy illustrations and sales brochures) to determine that the insurance or annuity you are proposing meets these needs;
 - b) maintain a current license and valid appointment in all states in which you promote the sale of **LBL** products to customers and keep current of changes in insurance laws and regulations by reviewing the bulletins and newsletters published by the State Departments of Insurance and **LBL**;
 - c) comply with **LBL's** policies concerning replacements, and refrain from providing false or misleading information about a competitor or competing product or otherwise making disparaging remarks about a competitor;
 - d) submit, prior to use, all advertising materials intended to promote the sale of **LBL** products to **LBL** for approval;
 - e) immediately report to **LBL** any customer complaints, whether written or oral, and assist **LBL** in resolving the complaint to the satisfaction of all parties; and
 - f) communicate these standards to any agents or officer personnel that you directly supervise and request their agreement to be bound by these conditions as well.
- 9) During the term of this Agreement, you will maintain errors and omissions insurance coverage in an amount satisfactory to **LBL** underwritten by an insurer satisfactory to **LBL**. Coverage must insure against any negligent act, error, or omission by you or any person employed by you in the rendering of any services related to this Agreement. You will provide proof of such coverage upon our request.
- 10) You shall adhere to **LBL's** policies and procedures related to maintaining the privacy of our applicants' and customers' personal information. You are prohibited from disclosing and using an **LBL** applicant's or customer's nonpublic personal information other than to carry out the purposes for which the **LBL** applicant or customer disclosed the information.

Independent Contractor – The relationship you have with **LBL** under this Agreement is that of an independent contractor. Neither you nor your employees or agents shall be deemed to be the employee or servant of **LBL**.

None of the benefits provided by **LBL** to its employees, including, but not limited to, workers compensation insurance and unemployment insurance, are available to you, your employees, and agents.

Limitation of Authority – You shall not possess or exercise any authority on behalf of **LBL** other than expressly conferred by this Agreement. Activities that you are specifically not authorized to perform on behalf of **LBL** include, but are not limited to:

- 1) Making, altering, or discharging any contract.
- 2) Incurring any indebtedness or liability on behalf of **LBL**.
- 3) Expending, or contracting for the expenditure of, any funds of **LBL**.
- 4) Extending the time for payment of any premium, binding **LBL** to the reinstatement of any terminated policy, or accepting notes for payment of premiums.
- 5) Waiving or modifying any terms, conditions, or limitations of any policy.
- 6) Adjusting, settling, or committing **LBL** to any action regarding any claim.
- 7) Issuing, using, or circulating any advertisement or literature referencing **LBL** unless the advertisement or literature has first been approved in writing by **LBL**.
- 8) Entering into any legal proceedings on behalf of **LBL** in connection with any matters pertaining to **LBL's** business.
- 9) Delivering any policy issued by **LBL** prior to the settlement by the applicant of the first premium or required funding for the policy or contract.
- 10) Delivering any policy when you or your agents have knowledge of any impairment of the applicant's health either not disclosed on the application or that occurred subsequent to the securing of the application.

Records – All books, records, application forms, and material furnished by **LBL** pertaining to the solicitation of applications for insurance hereunder shall be the property of **LBL** and shall be returned to **LBL** upon termination of this Agreement. All other records pertaining to your performance under this agreement shall be open to inspection by **LBL** or by the Department of Insurance (as required by law) at all times.

Expenses – You shall pay all expenses of every nature incurred in connection with the conduct of your business, and **LBL** shall not be liable in any way therefore.

Taxes – You shall assume full responsibility for, and indemnify **LBL** against, any liability in connection with the payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, income tax, and related laws with respect to compensation received under this Agreement by you.

Fiscal Responsibility – You shall immediately pay to **LBL** all monies received by you or your agents on all applications obtained and policies issued. All such funds shall be segregated by you and held by you in trust. Such funds shall not be used by you for any purpose.

Compensation – You shall be compensated solely by the Recruiter. No compensation will be paid to you by **LBL**.

Non-Public Personal Financial Information –

(Requirements pursuant to the Gramm-Leach-Bliley Act)

You agree to protect any confidential information of **LBL** customers that is accessible by you. Confidential Information includes, but is not limited to, any nonpublic personal information about **LBL's** customers or potential customers, regardless of whether it is personally identifiable or anonymous information. Such nonpublic personal information includes, but is not limited to:

- 1) Application information, such as assets and income;
- 2) Identifying information, such as name, address and social security number;
- 3) Transaction information such as policy activity; contract balances, purchases and withdrawals; and
- 4) Information from other sources, such as credit reports.

You agree, now and at all times in the future, not to use or disclose Confidential Information to any person or entity, other than to carry out the purposes for which the **LBL** applicant or customer disclosed the information, or as necessary to carry out the lawful business purposes of this Agreement, or as otherwise allowed by law or regulation. Use or disclosure of Confidential Information shall comply with federal and state privacy laws, rules and regulations. You agree to adhere to **LBL's** policies and procedures related to maintaining the privacy and protection of applicants' and customers' Confidential Information.

You shall establish policies and procedures to protect such Confidential Information in accordance with commercially reasonable standards and at a minimum using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication of such Confidential Information as **LBL** uses to protect its own confidential information. You will implement appropriate measures to:

- 1) Ensure the security and confidentiality of **LBL's** customer information;
- 2) Protect against any anticipated threats or hazards to the security or integrity of such information; and
- 3) Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.

Confidential Information shall be returned to **LBL**, or destroyed upon **LBL's** request, once the services contemplated by this Agreement have been completed, or upon termination of this Agreement. In addition, you shall not be entitled to use such Confidential Information for any purpose thereafter.

Further, you agree that any violation of this section shall be a material breach of this Agreement and shall entitle **LBL** to immediately terminate this Agreement without penalty upon notice to you. You agree to permit **LBL** to audit your compliance with this section, and with all applicable laws, rules and regulations, during regular business hours upon reasonable notice to you. The provisions of this section shall survive any termination of this Agreement.

Protected Health Information –

(Requirements pursuant to HIPAA)

1) Definitions. The following definitions relate to this section only.

- a) Business Associate. "Business Associate" means a person who performs, or assists in the performance of, a function or activity involving the use or disclosure of individually identifiable health information, or any other function or activity regulated by the Privacy Rule.
- b) Individual. "Individual" means the person who is the subject of protected health information, or that person's personal representative in his or her fiduciary capacity.
- c) Individually Identifiable Health Information shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, health care clearinghouse (as those terms are defined in the Privacy Rule), or employer; and (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as in effect or as amended.
- e) Protected Health Information. "Protected Health Information" shall mean Individually Identifiable Health Information transmitted or maintained in any form or medium that you create or receive from or on behalf of **LBL** in the course of fulfilling its obligations under this Agreement. "Protected Health Information" shall not include (i) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. §1232g, and (ii) records described in 20 U.S.C. §1232g(a)(4)(B)(iv).
- f) Required By Law. "Required By Law" means a mandate contained in law that compels a covered entity to make a use or disclosure of protected health information and that is enforceable in a court of law.
- g) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2) Obligations and Activities

- a) You, as a Business Associate of **LBL**, agree to comply with the duties and requirements placed upon Business Associates by the Privacy Rule or as otherwise Required By Law.
- b) You agree to comply with the policies and procedures of **LBL** with respect to Protected Health Information.
- c) You agree to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- d) You agree to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- e) You agree to mitigate, to the extent practicable, any harmful effect that is known to you of a use or disclosure of Protected Health Information by you in violation of the requirements of this Agreement.
- f) You agree to report to **LBL** any use or disclosure of the Protected Health Information not authorized or provided for by this Agreement of which it becomes aware, within thirty (30) days of becoming aware of such use or disclosure.
- g) You agree to ensure that any person or entity to whom you provide Protected Health Information received from **LBL** or the Individual, or created or received by you on behalf of **LBL**, agrees to the same restrictions and conditions that apply through this Agreement to you with respect to such information.
- h) You agree to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by you on behalf of, **LBL**, available to **LBL**, or to the Secretary, within ten (10) days of such request, or as designated by the Secretary, for purposes of the Secretary determining **LBL's** compliance with the Privacy Rule.
- i) You shall keep a record of disclosures of Protected Health Information and agree to make information regarding disclosures of Protected Health Information available to **LBL** within fifteen (15) days of a request by **LBL**. You shall provide, at a minimum, the following information: (i) the date of disclosure; (ii) the name of the entity or person who received the Protected Health Information, and the address of such entity or person, if known; (iii) a brief description of the Protected Health Information disclosed; (iv) a brief statement regarding the purpose and explanation of the basis of such disclosure and (v) the names of all individuals whose protected health information was disclosed.
- j) Within fifteen (15) business days of a request by **LBL**, you agree to comply with **LBL's** request to accommodate an individual's access to his/her Protected Health Information. In the event an individual contacts you directly about access to Protected Health Information, you will not provide access to the individual but shall forward such request to **LBL** within five (5) business days of such contact.
- k) Within fifteen (15) business days of a request by **LBL**, you agree to comply with **LBL's** request to make amendments to Protected Health Information. You shall promptly incorporate any such amendments into the Protected Health Information. In the event an individual contacts you directly about making amendments to Protected Health Information, you will not make any amendments to the individual's Protected Health Information but shall forward such request to **LBL** within five (5) business days of such contact.
- l) You agree to notify **LBL** within five (5) business days of your receipt of any request, subpoena, or judicial or administrative order to disclose Protected Health Information. To the extent that **LBL** decides to assume responsibility for challenging the validity of such request, subpoena or order, you agree to cooperate fully with **LBL** in such challenge.
- m) If a customer terminates his or her relationship with you, or the customer's policy is not renewed or is canceled, you shall return to **LBL**, or destroy, all Protected Health Information received from **LBL**, or created or received by you from the customer. This provision shall apply to Protected Health Information that is in the possession of your employees, subcontractors, agents or associates. You shall retain no copies of the Protected Health Information.

3) Permitted Uses and Disclosures

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, you may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, **LBL** as specified in the Agreement provided that such use or disclosure would not violate the Privacy Rule if done by **LBL**.

Specific Use and Disclosure Provisions

- a) Except as otherwise limited in this Agreement, you may use Protected Health Information for the proper management and administration of your business or to carry out your legal responsibilities.
- b) Except as otherwise limited in this Agreement, you may disclose Protected Health Information for the proper management and administration of your business, provided that disclosures are Required By Law, or you obtain reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies you of any instances of which it is aware in which the confidentiality of the information has been breached.
- c) You may use Protected Health Information to report violations of law to **LBL** and to appropriate Federal and State authorities, where consistent with the Privacy Rule.

4) **Obligations of LBL**

To the extent that your use or disclosure of Protected Health Information may be affected, **LBL** shall notify you of:

- a) Any limitation(s) in its notice of privacy practices of **LBL**;
- b) Any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information;
- c) Any restriction to the use or disclosure of Protected Health Information that **LBL** has agreed to.

5) **Termination**

- a) Termination for Cause. Upon **LBL's** knowledge of a material breach or violation of the requirements imposed by the Privacy Rule by you, **LBL** may either:
- b) Provide an opportunity for you to cure the breach or end the violation and terminate this Agreement if you do not cure the breach or end the violation within the time specified by **LBL**;
- c) Immediately terminate this Agreement if you have committed a material breach or violated the Privacy Rule and cure is not possible; or
- d) If neither termination nor cure are feasible, **LBL** shall report the violation to the Secretary.

6) **Effect of Termination.**

- a) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, you shall return or destroy all Protected Health Information received from **LBL**, or created or received by you on behalf of **LBL**. This provision shall apply to Protected Health Information that is in the possession of your employees, subcontractors, agents or associates. You shall retain no copies of the Protected Health Information.
- b) In the event that you determine that returning or destroying the Protected Health Information is infeasible, you shall provide to **LBL** notification of the conditions that make return or destruction infeasible. Upon written notice by you to **LBL** that return or destruction of Protected Health Information is infeasible, you shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as you maintain such Protected Health Information.

7) **Indemnification.** You hereby agree to indemnify and hold **LBL**, its employees, officers and directors harmless from and against any and all liability, payment, loss, cost, expense (including reasonable attorneys' fees and costs), or penalty incurred by **LBL**, its employees, officers or directors in connection with any claim, suit, or action asserted against such entity or person resulting from the failure to fulfill any obligation imposed on you by the Privacy Rule by you or your employees, agents or subcontractors.

8) **Injunction.** You hereby agree that **LBL** will suffer irreparable damage upon your breach of your obligations under the privacy provisions of this Agreement, and that such damages shall be difficult to quantify. You hereby agree that **LBL** may file, and you will not contest, an action for an injunction to enforce such provisions against you, in addition to any other remedy **LBL** may have.

9) **Survival.** Your respective rights and obligations relating to the requirements of the Privacy Rule and Protected Health Information shall survive the termination of this Agreement.

10) **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit **LBL** to comply with the Privacy Rule.

Assignment – No assignment of this Agreement or any interest therein shall be valid unless **LBL** consents in writing.

Termination – Either party may terminate this Agreement at any time by giving written notice. Notice may be mailed or delivered to the last known address of the other party. If you reside in, or are licensed in, Arkansas, Florida, Illinois, Missouri and/or Oregon, you hereby agree to waive any advance notice of termination and agree that termination will be effective immediately upon delivery of written notice. Upon termination, you shall in no manner thereafter act for **LBL** and shall promptly account for and remit to **LBL** any monies then held for it. On demand, you shall turn over to **LBL** all undelivered policies, ratebooks, other records, materials, and properties pertaining to your agency business. Your right to any commission or any other thing of value shall cease if you: commit any act that injures the business or reputation of **LBL**; fail to account for and remit promptly any monies collected by you for **LBL**; or, withhold any policies, money or other property belonging or returnable to **LBL**.

Law Applicable – The execution and performance of this Agreement involves transacting business in the State of Nebraska by you with **LBL**. This Agreement shall be governed by and construed according to the laws of the State of Nebraska. All actions with respect to this Agreement shall be brought in a court of competent jurisdiction in Lancaster County, Nebraska.

ADDENDUM TO AGENT'S AGREEMENT

1. The following revisions are made to the "Authority" section of your agent's Agreement ("Agreement"). In addition to the requirement that you comply with the rules and regulations of LBL pertaining to underwriting practices, acceptance of risks, delivery of policies and all other areas of LBL's business, you are required to:

- (a) Comply with LBL's policies and procedures concerning the replacement of life insurance policies and annuity policies. A replacement occurs whenever an existing life insurance policy or annuity is terminated, converted, or otherwise changed in value. For any transaction involving a replacement, LBL requires you to:
 - (1) recommend the replacement of an existing policy only when replacement is in the best interest of the customer;
 - (2) fully disclose all relevant information to the customer, which information includes: 1) comparison of old and new premiums, expenses and surrenders charges, cash values, and death benefits; 2) any loss of cash value or policy value by surrendering the existing policy; 3) all guaranteed and maximum values of both policies; 4) the fact that a new contestability and suicide period starts under the new policy; and 5) the requirement that the customer must be re-underwritten for the new policy;
 - (3) provide state-required replacement notices to customers on the same day the application is taken and indicate on the application that the transaction involves the full or partial replacement of an existing policy;
 - (4) never recommend that a customer cancel an existing policy until a new policy is in force and the customer has determined that the new policy is acceptable.
- (b) Adhere to LBL's rules and regulations concerning ethical market conduct, which require that you:
 - (1) carefully evaluate the insurance needs and financial objectives of your clients, and use sales tools (e.g. policy illustrations and sales brochures) to determine that the insurance or annuity you are proposing meets these needs;
 - (2) maintain a current license and valid appointment in all states in which you promote the sale of LBL products to customers and keep current of changes in insurance laws and regulations by reviewing the bulletins and newsletters that LBL publishes;
 - (3) comply with LBL policies concerning replacements, and refrain from providing false or misleading information about a competitor or competing product or otherwise making disparaging remarks about a competitor;
 - (4) submit all advertising materials intended to promote the sale of an LBL product to the home office for approval prior to use.
 - (5) immediately report to LBL any customer complaints, whether written or oral, and assist LBL in resolving the complaint to the satisfaction of all parties;
 - (6) communicate these standards to any producers or office personnel that you directly supervise and request their agreement to be bound by these conditions as well.
- (c) Purchase and maintain errors and omissions insurance coverage. During the term of this Agreement you will maintain errors and omissions insurance coverage in an amount satisfactory to LBL underwritten by an insurer satisfactory to LBL insuring against any negligent act, error or omission by you or any person employed by you in rendering of any services related to this Agreement. You will provide proof of such coverage upon our request.

2. The "Termination" section of the Agreement is hereby amended by adding the following language:

Termination - LBL may terminate this Agreement without notice if you fail to comply with LBL's rules and regulations concerning the replacement of life insurance and annuities and LBL's rules and regulations concerning ethical market conduct.

Your right to any commissions, or any other thing of value shall cease if you violate laws and regulations governing unfair trade practices, life insurance and annuity advertising, replacement of life insurance and annuities, sales illustrations and agent licensing.

By promoting the sale of an LBL product to a customer, you agree to be bound by the terms and conditions of this Addendum without modification.

Effective: Date of Agreement

Lincoln Benefit Life Company

Lincoln Benefit Life Company, Lincoln, Nebraska
AGENT'S AGREEMENTS – APPOINTMENT
ADDENDUM

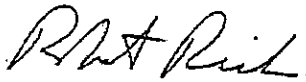
Lincoln Benefit Life Company ("LBL") and Agent ("Agent" or "you") have entered an Agent's Agreement - Appointment ("Agreement"). LBL and Agent hereby agree to amend the Agreement pursuant to the terms provided by this Addendum. By submission of an application or the acceptance of commission, Agent agrees to be bound by the provisions of this Addendum.

Venue - All actions with respect to the Agreement shall be brought in a court of competent jurisdiction in Lancaster County, Nebraska.

Inconsistent Terms - The parties agree that should the terms of this Addendum and the terms of the Agreement be inconsistent, the terms of this Addendum shall control.

Effective Date – September 15, 2000

LINCOLN BENEFIT LIFE COMPANY

By: 

Robert Rich, Executive Vice President

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do NOT
send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see **Specific Instructions** on page 2.)

Business name, if different from above. (See **Specific Instructions** on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. 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 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

List account number(s) here (optional)

For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Certification

Under penalties of perjury, I certify that:

1. 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
2. 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.

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 2.)

Sign
Here

Signature ▶

Date ▶

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

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

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

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name.—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole Proprietor.—You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the business name line.

Other Entities.—Enter the business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How To Get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page for further clarification of name and TIN combinations.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5 from your local Social Security Administration office. Get Form W-7 to apply for an ITIN or Form SS-4 to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

Note: Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8, Certificate of Foreign Status.

Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real Estate Transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other Payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends,

and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



LINCOLN BENEFIT LIFE
C O M P A N Y

A Member of Allstate Financial Group

ASSIGNMENT OF COMPENSATION

I hereby assign to _____ ("Assignee") all commissions, bonuses, awards, and any other compensation ("Compensation") now due or that shall become due to me under the contract(s) dated _____ between me and Lincoln Benefit Life Company ("LBL") according to the terms below.

It is expressly agreed that this Assignment does not affect the right of LBL to deduct the amounts owed to LBL by me. Further, the payment of compensation is subject to the conditions and limitations of the contract(s). Once accepted by LBL, this Assignment will remain in effect until the date LBL receives my written notice that this Assignment should be canceled. In the event I provide LBL such notice, this Assignment shall continue as to business written prior to the date the notice was received by LBL. However, this Assignment shall terminate as to new business written by me after the date such notice is received.

This Assignment is effective upon approval from the Home Office.

With completion of this form, IRS 1099 reports will be issued to the Assignor.

Mailing Address of Assignee:

Name of Assignor:

Street or PO Box #

Printed Name

Agent #

City, State, Zip Code

Signature

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public

This Assignment is effective _____.

Signature of Approval
by Lincoln Benefit Life Company

Lincoln Benefit Life Company

2940 South 84th Street Lincoln, Nebraska 68506-4142 Phone 800.525.9287 Fax 402.328.6118 Email lblicdpt@allstate.com
LBL-1054, Rev. 01/01

DIRECT DEPOSIT COMMISSIONS ARE NOW AVAILABLE!

We are pleased to announce that we are able to process a direct deposit of your commission check into your checking or savings account! This service has several advantages. First and foremost, you should receive your commissions faster! The funds would be in your account the Monday after the finance cycle. For example, with a normal Tuesday cutoff, we would mail these statements out of the office on the following Monday. With Direct Deposit, we would still mail your regular commission statement on Monday, but the funds would be deposited into your account on Monday as well! Deposit and mailing days may alter due to holidays.

To enroll in Direct Deposit, simply complete the form below and mail or fax it to the Licensing and Contracting Department. Please note that if your commissions are assigned, you will need to have the assignee complete the authorization form. Once we have received and processed the necessary information, it will take approximately 10 days to verify the correct information is being sent through ACH. Therefore, once enrolled, you will still receive one, or potentially two paper checks during the waiting period.

To enhance this service even further, we can also fax you notification of your deposit amount before it is placed in your account. Due to the confidential nature of this information, this service will be optional. If you want to receive this fax notification, please indicate your fax number on the Direct Deposit Authorization Form. If you have any questions while completing this form, please contact the home office at (800) LBL-WATS.

LINCOLN BENEFIT LIFE COMPANY

Authorization For Direct Deposit of Commission

AGENT INFORMATION (PLEASE PRINT):

Contract Name _____ LBL Agent # _____

Fax # (for optional pre-deposit notification) _____ Tax I.D. # _____

FINANCIAL INSTITUTION INFORMATION:

*** ATTACH YOUR VOIDED CHECK HERE ***

Institution Name _____

Institution Address _____

City _____ State _____ Zip _____

Type of Account: Checking ☐ Account #: _____

Savings ☐ Bank Routing #: _____

I authorize and request Lincoln Benefit Life Company to direct the net amount of any payment to me for crediting in my account at the financial institution designated above. "Payment" means any compensation payable to me under the terms of my contract. This authorization is not an assignment of my rights to receive such payment and revokes all prior payment direction notifications applicable to any such payment. I understand that the financial institution designated above reserves the right to cancel this agreement by notice to me; however, this authorization will remain in full force and effect with Lincoln Benefit Life Company until Lincoln Benefit Life Company has received written notification from me of its termination in such time and in such manner as to afford Lincoln Benefit Life Company a reasonable opportunity to act upon it or until my agent status with Lincoln Benefit Life Company is terminated.

Signature _____ Date _____

Please return this form immediately to the attention of
Licensing and Contracting, either by mail or fax to: (402) 328-6118.

Lincoln Benefit Life Company, Lincoln, Nebraska

COMMISSION RULES

These Commission Rules are incorporated into and made a part of your agent agreement and appointment effective on the date of the agreement or upon receipt of these Rules, whichever is later. Subject to the terms and conditions of your agreement, you shall be compensated according to the following Commission Rules and the applicable Schedule of Commissions. The Commission Rules and the Schedule of Commissions are subject to change and may be revised from time to time by LBL. By submission of an application or the acceptance of commission, you agree to be bound by the provisions of these Rules.

UNIVERSAL LIFE

Note: "Target premium" means the amount up to which the maximum first year commission percentage applies.

- 1) All premiums paid into the policy will be credited to the first year target premium until the full first year target premium has been paid. Any excess first year premium and all renewal premium will be commissioned as stated in the Schedule of Commissions except as noted below.
- 2) New first year target premium commission will be payable if the base amount is increased or if new benefit riders are added, provided:
 - a) The increase in base amount does not replace a prior decrease;
 - b) The addition of a rider does not replace a previously dropped rider;
 - c) The increase in base amount is not due to change from death benefit option 2 to option 1;
 - d) All pro rata minimum required premiums for the time up to the date of the increase have been paid; and
 - e) Premium paid at the time of the increase, or scheduled to be paid within 12 months of the date of the increase, is at least equal to the increase in target premium plus any remaining minimum premium for amounts in force on the date of the increase.
- 3) For the **Ultra Achiever, Ultra 100 Plus, and Ultra 2000**, elective increases in face amount will be based on the target premium appropriate for the attained age at the time of the increase. For **Golden Achiever and Estate Executor**, elective increases will not be allowed, but an additional policy can be issued with waiver of the \$5 monthly fee.
- 4) The Primary Insured Term Rider ("Prime Term Rider") for **Ultra 100 Plus and Ultra 2000** will be commissioned at the excess/renewal rate.
- 5) **Golden Achiever** substandard extra premiums will be commissioned as excess/renewal regardless of whether they are temporary or permanent. Substandard table ratings and flat extras for **Golden Achiever** will not increase target premium. For all other fixed Universal Life products, only permanent substandard extra premiums will increase the target.
- 6) For any new target increase, commissions will be payable upon receipt of new additional premium into the policy. There will be no retroactive increases in commission on premiums previously credited with excess or renewal commissions.
- 7) For all products where the Full Surrender Charge Adjustment Rider has been selected, commissions will be paid according to the following:
 - a) Commissions, target and excess will be levelized and paid over the first 5 years of the policy, so long as the policy remains in force. Commissions for year 1 will be divided by 5 and paid out over the first 5 years; commissions for year 2 will be divided by 4 and paid out over the remaining 4 years; commissions for year 3 will be divided by 3 and paid out over the remaining 3 years; commissions for year 4 will be divided by 2 and paid out over the remaining 2 years and commissions for year 5 will not be divided and will be paid out normally.
 - b) A 100% commission chargeback will apply upon lapse or surrender in the first 6 months; 50% commission chargeback will apply in months 7-12.
 - c) Commissions will be adjusted pro rata on any increases or decreases in face amount during the first 5 years, for any premiums paid at, or subsequent to, the time of the decrease. Commissions on new premiums associated with increases in face amount during the first 5 years will be levelized and paid in the same manner as described in (7) a) above.

TERM PLANS

- 1) Prepaid renewal premiums will not be commissioned until they are applied to the contract.
- 2) Commissions will be paid on Waiver of Premium, Guaranteed Exchange Option, Accidental Death Benefit, Spouse and Child Riders at the same rate as provided for the policy to which the riders are attached.
- 3) If additional premium is charged because the risk is substandard and permanent, commissions will be paid on the additional premium at the same rate. If the classification is temporary, no first year commission will be paid on the additional premium. Renewal commission will be paid at the same rate as provided for the policy.
- 4) No commission will be payable on premiums which are paid by applying a premium exchange/conversion allowance. If the **Term** is exchanged for any term rider, no first year commissions will be paid.

ANNUITY COMMISSION RULES

The amount of commissions shown in the Schedule of Commissions for annuity contracts is applicable only to contracts issued where the aggregate account value is \$1,000,000 or less.

If the "owner" referenced in these rules is not a person, the rules then apply to the "annuitant."

1) Chargebacks.

- a) LBL will chargeback commissions under the rules set forth in the Agent Schedule of Commissions attached to your contract.
- b) With respect to chargebacks described in the Agent Schedule of Commissions on surrenders, a proportionate chargeback would also be made on partial withdrawals.
- c) In addition, any deferred annuity contract that is annuitized within the first contract year will receive a commission chargeback equivalent to the difference in commission between that product and the SPIA currently being sold (excluding the Allstate Treasury-Linked Annuity).
- d) The chargeback rules contained in the Agent Schedule of Commissions also apply to any commission paid at the beginning of each new term.

- 2) Commission Limits. Regular commissions will **not** be payable on any premium paid into one or more deferred annuities, either at issue or over their lifetime, which exceed the limits of \$1,000,000 for ages 76 and above. The "age" applies to the owners age unless the owner is not a person, in which case the annuitant's age will be used.

- 3) Modified Compensation. If premiums in excess of the commission limits described above are paid at issue or over their lifetime, commissions will be payable on a modified basis. Commission in excess of the commission limits will be spread out over a seven-year period on all plans on the premium in excess of the limits. The annual commission received on this basis will be one-sixth of the usual commission. These payments will stop upon the seventh annual payment for all annuities or the termination of the contract, if sooner. Chargebacks due to exercise of the confinement waiver benefit will be limited to those occurring within 60 days of the issue date.

For **Saver's Index Annuity I and III**, the commission paid will be reduced and paid according to the schedules found in the Additional Notes following the Schedule of Commissions. Please refer to the Schedule of Commissions for specific details.

Additional policies and supplements, which may be developed by **LBL** from time to time, may be added to the Commission Rules and Schedule of Commissions by addendum and shall be subject to the same conditions as set forth herein.

REPLACEMENT RULES

These Replacement Rules address (1) whether any surrender charge may be assessed to the policyholder; and (2) whether any commissions may be paid on the new policy. In any situation where a surrender charge is assessed to perform the replacement, a disclosure statement must be signed by the policyholder acknowledging their understanding and agreement. This signed disclosure statement must be received by the Home Office prior to execution of the internal replacement. These Replacement Rules may be changed from time to time. Circumstances which may cause them to be changed include, but are not limited to, the following: (a) changes which may benefit the policyholder (as determined by LBL); (b) introduction of new products; and (c) changes in the then-current interest rate environment. Such changes will not discriminate between individuals or classes of policyholders. Please note that if it is necessary for any surrender charge to be assessed, (1) no new commissions will be paid, and (2) a disclosure statement must be signed by the policyholder.

Annuities —

- 1) General Rule. These rules apply where an annuity is exchanged for another annuity, where an annuity is exchanged for a life policy, and where a life policy is exchanged for an annuity. The surrender charge on the original policy will be reduced by the amount of commission that would have been payable on the new policy had it not been an internal replacement, but will never be less than zero. If the surrender charge exceeds the commission otherwise payable, the policyholder will be obligated to pay any such excess amount. Commissions on the new policy will be reduced by the amount of any waived surrender/withdrawal charge. This general rule has the following exceptions:
 - a) Replacements from annuities involving a first year interest rate bonus. Where the policyholder has received a first year interest rate bonus, an additional amount will be added to the surrender charge in applying the General Rule calculation described above. The additional amount equals a percentage of the bonus interest rate, where the percentage depends on the number of completed policy years, as follows:

<u>Completed Policy Years</u>	<u>Percent Of Bonus</u>
0	100
1	80
2	60
3	40
4	20
5+	0

For example, if the plan had a 1% bonus and the policy was still in its first year, the entire 1% would be added to the surrender charge. If the plan had completed its second year, 0.6% (60% x 1%) would be added to the surrender charge. **Saver's Choice Plus** will use the Return of Principal Guarantee bonus amount in this calculation (i.e., 1% and 2%, respectively) even if the policy does not have the Return of Principal rider. It should be emphasized that any such "increase" in surrender charge is only for purposes of determining the amount of surrender charge to be waived, and that in all cases any charge actually incurred by the policyholder will be not greater than the surrender charge stated in the contract.

- b) Replacements from one equity indexed plan to another. Because of the unique nature of these plans, replacements between them are very strongly discouraged. In any such replacement, full surrender charges will be assessed on the original policy and no commission will be paid on the new policy.
 - c) Conservation Replacements. In any replacement involving Home Office Conservation Services, a 1% commission reduction will be assessed.
 - d) Like-to-like Replacements. Commissions will not be paid for any "like-to-like" internal exchange. This includes any policy inside or outside the surrender period, within the free withdrawal window or a partial internal exchange utilizing the free withdrawal amount. The term "like-to-like" is currently defined as the same product/(contract) to the same product/(contract) and is subject to change at any time. The only exception to this is for the Saver's Index Annuity I, since it is designed to pay a renewal commission.

Life Products —

- 1) Universal life to universal life (or variable universal life). So long as the surrender charge on the old policy is less than or equal to the sum of the surrender charge and the commissionable premium on the new policy, no surrender charge will be assessed to the policyholder. Any excess of the surrender charge on the old policy over the sum of the new surrender charge and the new commissionable premium will be charged to the policyholder after all agent compensation has been applied toward that excess surrender charge.

Commissions, if any, will only be paid on new premiums paid into the new policy. Commissions at the first year rate will be paid based on any increase in target premium for the new policy over the original target premium. If the new target premium is less than or equal to the original target premium, no "first year" compensation applies. In addition, if the first year surrender charge on the new plan is less than the surrender charge waived on the old plan, the difference will be deducted from the increase in target premium in determining the amount of any first year compensation. This general rule has the following exceptions:

- a) Replacements on last survivor universal life. These replacements are unique due to the front-end load. Surrender charges will be assessed on the full front-end charge. First year commissions will only be paid on any increase in target premium on the new plan over the old plan.
- 2) Term to term replacements. The following commission rules will apply to the replacement of an existing LBL term policy with a new term policy:
 - a) If the existing term plan is over five years old, full normal commission will apply to the new policy.
 - b) If the existing term plan is less than five years old and the new policy has a higher annual premium than the old policy, commission will only be paid on the excess of the new annual premium over the first year collected premium for the old policy.
 - c) If the existing policy is less than five years old and the new policy has an annual premium less than or equal to the former annual premium, no commission will be paid on the new policy.
 - 3) Term conversions. If a Term plan is exchanged for a universal life or whole life policy within the first ten years, full first year commissions will be paid on the premium actually paid by the policy owner up to the target premium reduced by the conversion allowance, if any. If the exchange occurs more than ten years after issue, all premiums for the new policy will be commissioned at the renewal rate.
 - 4) Universal life to term. These situations will be treated as surrenders.

AGENT SCHEDULE OF COMMISSIONS

Subject to the terms and conditions of your agreement, you shall be compensated according to the following schedule of the policy forms shown. The payment of commissions is subject to the rules and practices of LBL. The commissions provided in the schedule shall be reduced by the amount of commissions payable to subagents assigned to you. By submission of an application or the acceptance of commission, you agree to be bound by the provisions of this schedule. Commissions are also subject to the Commission Rules that are part of your agreement with LBL.

Plan Name	Plan #	Group Plan #	Commission 1st Year Min. Target Premium %	Commission Excess 1st Year %	Additional Deposits/ Premium Payments				Premium Based Service Fees 11th-20th Yr. %	Accum. Value Trail Yr. 2-10 %
					2-3 Yr. %	4-5 Yr. %	6-7 Yr. %	8-10 Yr. %		
Ultra 100 Plus	UL-9890	GUL-9890	65	1.5	1.5	1.5	1.5	1.5	.4	n/a
Ultra 2000	UL-9890	GUL-9890	70	1.5	1.5	1.5	1.5	1.5	1.5	n/a
Ultra Plus	UL-0410	GUL-0410	65	1.5	1.5	1.5	1.5	1.5	.4	n/a
Estate Executor	UL-9600	GUL-9600	60	2.5	2.5	2.5	2.5	2.5	2.5	n/a
Legacy Premier SL (a)	UL-0240	GUL-0240	65	1.5	1.5	1.5	1.5	1.5	.4	n/a
Legacy Choice	UL-0420	GUL-0420	60	.4	1.5	1.5	1.5	1.5	.4	n/a
Legacy Secure	UL-0400	GUL-0400	65	1.5	1.5	1.5	1.5	1.5	.4	n/a
Echelon I UL (b)	UL-0440	GUL-0440								
Issue Age										
0-65			4	n/a	4	4	4	4	n/a	.15
66-70			3.7	n/a	3.7	3.7	3.7	3.7	n/a	.15
71+			3.4	n/a	3.4	3.4	3.4	3.4	n/a	.15
Echelon II UL (b)	UL-0430	GUL-0430	2.25	n/a	2.25	2.25	2.25	2.25	n/a	.15
Level Best Gold*	LP-9850									
10 Year			70	n/a	0	0	0	0	0	n/a
15, 20 & 30 Year			80	n/a	0	0	0	0	0	n/a
Level Best Platinum*	LP-9860									
10 Year			50	n/a	0	0	0	0	0	n/a
15, 20 & 30 Year			60	n/a	0	0	0	0	0	n/a
GT Gold*	LP-0010									
10 Year			75	n/a	0	0	0	0	0	n/a
15 Year			85	n/a	0	0	0	0	0	n/a
20 & 30 Year			90	n/a	0	0	0	0	0	n/a
GT Platinum*	LP-0020									
10 Year			65	n/a	0	0	0	0	0	n/a
15 Year			75	n/a	0	0	0	0	0	n/a
20 & 30 Year			80	n/a	0	0	0	0	0	n/a
Saver's Choice Plus (c)	AP-9405									
Ages										
0-80			2	n/a	n/a	n/a	n/a	n/a	n/a	n/a
81-85			1.6	n/a	n/a	n/a	n/a	n/a	n/a	n/a
86+			1	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Saver's Index Annuity I (d)**	AP-9412	GAP-9412								
Owner's Attained Age										
0-75			4	n/a	n/a	n/a	n/a	n/a	n/a	n/a
76+			2.8	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Saver's Index Annuity III (e)**	AP-9750	GAP-9750								
Owner's Attained Age										
0-75			6	n/a	(e)	(e)	(e)	(e)	(e)	n/a
76+			4	n/a	(e)	(e)	(e)	(e)	(e)	n/a
Initiator	AP-9632		.9	n/a	n/a	n/a	n/a	n/a	n/a	n/a
The SPIA	AP-8715		2.25	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Allstate Treasury-Linked Annuity (f)**	AP-0200	GAP-0200								
Owner's Attained Age										
0-80			2.5	n/a	2.5	2.5	2.5	2.5	2.5	n/a
81-85			2	n/a	2	2	2	2	2	n/a
86-90			1.25	n/a	1.25	1.25	1.25	1.25	1.25	n/a
GenerationLinc SPIA (g)	AP-8715									
Annuitant's Age										
60-79			9	n/a	n/a	n/a	n/a	n/a	n/a	n/a
80-85			7.75	n/a	n/a	n/a	n/a	n/a	n/a	n/a
SureHorizon***	AP-0300	GAP-0300	<u>Contract Year</u>	1	2	3	4	5	6	7+
Owner's Attained Age										
0-75				3.75	3.1	2.5	1.85	1.25	.65	0
76-85				2.813	2.325	1.875	1.388	.938	.488	0
86-90				1.875	1.55	1.25	.925	.625	.325	0
Tactician Plus (h)	AP-9880	GAP-9880	<u>Guarantee</u>	1	5	6	7	8	9	10
Owner's Attained Age			<u>Period (Year)</u>							
0-80				.65	3.5	1.75	3.5	3.5	1.75	3.5
81-85				.65	2.8	1.4	2.8	2.8	1.4	2.8
86-90				.65	1.75	.9	1.75	1.75	.9	1.75

* The policy fee for Level Best Gold, Level Best Platinum, GT Gold and GT Platinum is NOT commissionable.

Please contact the Home Office prior to solicitation to determine if these products are approved in the state where the application will be taken.

****Commissions shown on this Schedule of Commissions for SureHorizonSM, Saver's Index Annuity I issued on or after 7/15/2003, Saver's Index Annuity III issued on or after 12/2/2002 and Allstate Treasury-Linked Annuity issued on or after 8/4/2003 will not be vested under the terms of your contract. The commission rates for these annuity contracts may be changed at any time for additional deposits/premiums or commissions paid on successive term renewals for Saver's Index Annuity I contracts. In no event, however, will LBL retroactively change rates that would impact commissions already earned on these contracts.**

Additional Notes

- (a) For the **Legacy SL** (excluding policies where the Full Surrender Charge Adjustment Rider has been selected), premiums paid during the first 36 months will be credited to the first year target premium, until the full first year target premium has been paid.
- If the sum of premiums paid exceeds the full target premium during the first 12 months, excess premium and all renewal premium will be commissioned as stated above.
 - If the sum of premiums paid exceeds the full target premium during months 13-36, additional renewal premium will be commissioned as stated above.
 - Renewal premium beyond month 36 will be commissioned as stated above.
 - Legacy SL** policies with Full Surrender Charge Adjustment Rider will be commissioned as stated in the Commission Rules.
- (b) For the **Echelon I UL** and **Echelon II UL**, all premium received during the first 10 policy years receives commissions at the same rate as indicated as stated above. The Accumulated Value Trail commission will be paid quarterly at a rate of .0375 of the policy value, net of outstanding loans, for all contracts at least 15 months old in policy years 2 through 10.
- (c) Commissions will be reduced according to the schedule above based upon the older of the annuitant's or owner's attained age.
- (d) New business commission will be paid at the beginning of each succeeding seven-year term on the balance of the accumulated value at the expiration of the 45-day free-withdrawal window for the Saver's Index Annuity I. For **Saver's Index Annuity I issued on or after 7/15/2003, commissions paid on successive term renewals may be changed at any time.** The commission paid at the beginning of a new seven-year term for **Saver's Index Annuity I** will be paid according to the following schedule for annuitant's attained ages over age 77:

<u>Annuitant's Age</u>	<u>78</u>	<u>79</u>	<u>80</u>	<u>81</u>	<u>82</u>	<u>83</u>	<u>84</u>
	3.6	3.2	2.75	2.3	1.8	1.3	.65

- (e) The trail commission on **Saver's Index Annuity III** (.20% after year 10) will be paid quarterly at a rate of .05% of the accumulated value, attributable to premiums paid more than ten years ago. For purposes of calculating commissions, withdrawals by the policyholder will be treated attributable to premiums paid more than ten years prior. For purposes of calculating this commission, withdrawals by the policyholder will be treated as withdrawals of oldest premium first. Commission on additional premium is based on the attained age of the annuitant using the schedule in place at the time of each deposit. The commission paid on premium deposits made within seven years of the mandatory annuitization date will be reduced and paid according to the following schedule:

<u>7</u>	<u>6</u>	<u>5</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>
3.6	3.2	2.75	2.3	1.8	1.3	.65

- (f) For **Allstate Treasury-Linked Annuity** no new commissions are paid on renewals into another 5 year guarantee period.
- (g) For **GenerationLine** no commissions are paid on premium payments to the Universal Life contract.
- (h) For **Tactician Plus** no new commissions are paid on renewals in subsequent guarantee periods except for funds originally deposited to the 1-year guarantee period which pay a level percentage on each renewal into the 1-year guarantee period.

CHARGEBACK RULES

The entire commission will be charged back if the owner free looks the policy or the policy is treated as being free looked at any time. In addition:

Saver's Choice Plus, Saver's Index Annuity I and Initiator --

- 100% chargeback if the policy is surrendered in the first 6 months after a commission is paid.
- 50% chargeback if the policy is surrendered in months 7-12 after a commission is paid.

Saver's Index Annuity III and Tactician Plus -- (chargebacks on this product pertain to each new premium payment).

- 100% chargeback if the policy is surrendered in the first 6 months of any new premium payment.
- 50% chargeback if the policy is surrendered in months 7-12 of any new premium payment.

Allstate Treasury-Linked Annuity and SureHorizonSM -- (chargebacks on this product pertain to each new premium payment).

- 100% chargeback if a withdrawal in excess of the free withdrawal amount occurs prior to the first anniversary of any premium payment, or the policy is surrendered in the first 12 months of each new premium payment.

Payout of part or all of the cash value under the confinement waiver benefit will be treated as a chargeback in proportion to the percentage of the cash value paid out. If commissions are paid on the Annual Commission Payment (ACP) method, they will be reduced pro rata for any surrender made under the confinement benefit.

With respect to chargebacks described above on surrenders, a proportionate chargeback would also be made on partial withdrawals, which includes any fees or charges assessed to the client. For **Initiator**, annuitizations within the first 12 months will be treated as a surrender for chargeback purposes.

Echelon I & II UL --

- 100% chargeback if the policy is surrendered or lapses in the first 12 months.
- 50% chargeback if the policy is surrendered or lapses in months 13-24.
- Chargebacks will only apply on full cash surrenders and lapses. Surrenders due to a 1035 exchange to another life insurance policy will not result in a chargeback.

CPS PRODUCER PROFILE

Please complete this form, and return it to us.
We must have a completed and signed version of this form on file.

Producer Name _____

Company/Corporation Name _____

Fax Number _____ Email Address _____

Business Address _____

City _____ State _____ Zip _____

Home Address _____

City _____ State _____ Zip _____

Mail to (check one): ☐ Home ☐ Business

Preferred method of receiving correspondence (check one):

☐ email ☐ fax ☐ mail

Business Phone _____ Home Phone _____

Social Security # _____ Tax ID # _____

Insurance License Number _____ Date of Birth _____

Designations: CLU CPCU ChFC RHU CFP LUTC CIC (circle applicable)

Do you carry E&O insurance? ☐ No ☐ Yes, name of carrier _____

Do you assign commissions? ☐ No ☐ Yes, to whom _____

Are you securities licensed? ☐ No ☐ Yes (circle applicable) 6 7 22 24 26 63

If NASD registered, what is the name of your broker dealer? _____

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***** Important, please read and sign other side *****

CPS INSURANCE SERVICES / CA LIC.# 0571612
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255
LICENSING DEPARTMENT FAX 949-225-7157

IT IS AGREED by and between CPS Insurance Services (hereinafter referred to as MGA), and the producer whose name appears on page 1 (hereinafter referred to as Producer) that in consideration of MGA's continued goodwill and patronage:

- A. MGA agrees that commission payment, if any, made by MGA to Producer shall be vested in Producer to the same extent that commissions on the same transaction are vested in MGA by applicable insurance company, with the exception of group insurance which may be subject to a Broker of Record direction.
- B. In the event that any commission, premium, or fee paid or credited to Producer must be referenced or returned by MGA to the insurer, MGA is authorized, but not obligated, to make payment on Producer's behalf and will be reimbursed for this payment in full by Producer within thirty (30) days of the date of such payment. If such payment is not made by Producer, then MGA is authorized to debit any commissions which may be due Producer until such obligation has been fulfilled. Producer will also reimburse MGA for any and all costs and expenses (including reasonable attorney's fees) incurred by MGA in collection of any such sums from Producer.
- C. Producer agrees to hold MGA harmless and indemnify MGA against any and all liability, loss, damages, judgements, costs or expenses of any nature, type or kind (including reasonable attorney's fees) incurred by MGA or imposed upon MGA as a result of any allegedly wrongful or tortious act or omission on part of the Producer.
- D. The Agent/Company consents to the transmission of information, whether personal, commercial or of an advertising nature, by way of the fax number or email address set forth herein, or other fax numbers or email addresses of the agent/company.

In the event of litigation to determine the respective rights, duties and/or obligations of the parties under this agreement, the prevailing party shall be entitled to reasonable attorney's fees.

Producer

Date

We appreciate your business.

Page 2

CPS INSURANCE SERVICES / CA LIC.# 0571612
9 CORPORATE PARK DRIVE, SUITE 100, IRVINE, CA 92606
PHONE 949-863-0700 / PHONE 800-326-5433 / FAX 949-863-9318 / FAX 800-436-8255
LICENSING DEPARTMENT FAX 949-225-7157