

Broker Data Sheet

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

MINNESOTA LIFE

GENERAL INFORMATION

Name (first, middle, last) indicate your full legal name as it appears on your insurance license Nickname

Residence address - REQUIRED - (number, street name and apartment or unit number)

City State Zip code Residence telephone number ( )

Sex Birth date (mo/day/yr) Social Security number Business telephone number ( )

Business address - REQUIRED - (number, street name and unit number) Business fax number ( )

City State Zip code

Representative's e-mail address CRD number

Corporation name (for fixed business only) Federal tax ID number

Designation selection
[ ] CLU [ ] ChFC [ ] CFP [ ] CFA [ ] Other

BROKER-DEALER

Are you currently associated with a broker-dealer? If yes, does your broker-dealer supervise INDEXED LIFE products?
[ ] Yes [ ] No [ ] Yes [ ] No If yes, BD signature required on page 2.

Broker-Dealer name Broker-Dealer address

STATE LICENSE AND APPOINTMENT

- A valid license must be held in each state.
• Appointment is required before first solicitation occurs in several states.
• Copies of your insurance license(s) must accompany this form.

FAIR CREDIT REPORTING ACT DISCLOSURE

This is to inform you that as part of our procedure for processing your appointment request, an investigative consumer report will be made which may include information as to your background, mode of living, character, general reputation, and personal characteristics. By completing and signing this appointment request, you are indicating that you understand and specifically authorize our procurement of this investigative consumer report.

PLEASE COMPLETE ALL QUESTIONS ON NEXT PAGE

**REPRESENTATIVE DECLARATION**

If you answer "Yes" to any questions, attach a signed written explanation with all relevant information and supporting documents.

	YES	NO		YES	NO
1. Have you individually, or has a company you exercised control over, ever had an insurance license or appointment, or a securities registration, or an application for such, denied, suspended cancelled or revoked?	<input type="checkbox"/>	<input type="checkbox"/>	7. 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 last 10 years?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has any legal or regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="checkbox"/>	<input type="checkbox"/>	8. Are there any unsatisfied judgments, garnishments or liens against you?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has any state or federal regulatory agency or self-regulatory authority ever filed a complaint against you?	<input type="checkbox"/>	<input type="checkbox"/>	9. Have you ever been indicted for, convicted of or pled guilty or nolo contendere to any felony or misdemeanor other than a minor traffic offense?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you ever been subject to an insurance or investment related consumer initiated complaint or proceeding?	<input type="checkbox"/>	<input type="checkbox"/>	10. Are you currently party to an litigation or the subject of any investigations?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has a bonding or surety company denied, ever paid out on, or revoked a bond for you?	<input type="checkbox"/>	<input type="checkbox"/>	11. Has any employer, insurance company, or securities broker-dealer ever terminated your employment or contract, or permitted you to resign for any other reason than lack of sales?	<input type="checkbox"/>	<input type="checkbox"/>
6. Has an E & O carrier ever denied claims, paid claims, or cancelled your coverage?	<input type="checkbox"/>	<input type="checkbox"/>			

**REPRESENTATIVE AUTHORIZATION AND SIGNATURE**

I acknowledge and agree that this Broker Data Sheet does not constitute a contract of any kind. I hereby authorize the Company and its authorized agents to investigate my background, references, character, past employment, education, criminal or police reports, including those mandated by both public and private organizations and all public records for the purpose of confirming the information contained on this application and/or obtaining other information which may be material to my qualifications for my appointment. I hereby consent to the Company obtaining such information from time to time, as the Company in its sole discretion, deems necessary. I further consent to the disclosure of the Broker Data Sheet and background information to government or regulatory agencies.

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

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

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

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

Representative signature	Date
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**BROKER/DEALER AUTHORIZATION AND SIGNATURE - For Supervised Indexed Life Products and all Variable Life Products**

*The undersigned officer of the Broker/Dealer verifies that a background investigation has been conducted on the named Registered Representative and that the findings of this investigation were favorable. A copy of the investigation will be made available to Minnesota Life upon written request.*

*The Broker/Dealer certifies that the named Registered Representative has Errors & Omissions coverage currently in force and that this coverage will be maintained as long as the Representative is affiliated with their firm.*

*The Broker/Dealer further attests that the Registered Representative has maintained high standards of integrity and professionalism in the conduct of his/her business, and will continue to do so when conducting business on behalf of Minnesota Life.*

Printed name of authorized officer	Title
Signature of authorized officer	Date
<b>X</b> Broker/dealer name	Broker/dealer tax ID number
Broker/dealer selling agreement contact name	Telephone number

# Broker Sales Contract (Fixed Products)

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

**MINNESOTA LIFE**

## Section 1. AUTHORITY

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

### 1.1 You agree:

- (a) To solicit and procure applications for Our fixed products as listed on any commission schedule in effect and made a part of this Contract, but, in any state that requires appointment, You may not solicit an application for Our products before You are appointed by us in that state;
- (b) To remit all applications and any initial premiums promptly to the agency that executed a Request to Appoint form on your behalf (Agency) or as otherwise instructed by Us;
- (c) To deliver all issued products promptly to the contract owner in accordance with any delivery instructions;
- (d) To provide service to product owners of Our products;
- (e) To obtain and keep in good standing all appropriate licenses necessary to solicit applications as authorized under this Contract.

### 1.2 We agree to compensate You as provided in this Contract.

## Section 2. COMPENSATION

### 2.1 COMMISSIONS

- (a) Your compensation consists of commissions on products You sell. We will pay commissions as We receive premiums in cash, subject to Our established practices in effect at the time We may pay commissions directly to You or to the broker-dealer with whom you are registered (Your Broker-Dealer) if so required by Your Broker-Dealer. It is Your responsibility to inform Us in writing if Your commissions must be paid to Your Broker-Dealer. Commissions paid to Your Broker-Dealer will be governed by agreements between Us and Your Broker-Dealer, and any such

payment will be Your Broker-Dealer's sole responsibility. In all cases involving a dispute or questionable commission claim, Our decision shall be binding and conclusive. For income and other tax reporting purposes, We will report all income paid directly by Us to You under this Contract;

- (b) We will calculate compensation under this Contract according to the applicable Brokerage Commission Schedule in effect for you on the date compensation is to be first paid to You for a particular policy. The Brokerage Commission Schedule in effect on the date that compensation is first paid for a policy shall apply to all compensation paid on that policy throughout the life of the policy. Your initial Brokerage Commission Schedule is attached as Schedule 1. Whenever a new Brokerage Commission Schedule is issued, it will become a part of this Contract. Except as expressly stated in each new Brokerage Commission Schedule, the rates, schedules and other information in the new Brokerage Commission Schedule shall become effective during the first full calendar week following the issuance of the new Brokerage Commission Schedule. We will mail it to You at Your last known address, and You should file it with this Contract;
- (c) We will pay all compensation which is due you under this Contract on and after the date of your death, to the duly appointed representative of your estate; and

- (d) We have the right to refund any premiums paid on a policy if We believe this is proper where a policy is rescinded, canceled, or not accepted, or for any other reason We believe is proper. You agree to return to Us, when We ask for it, all earnings which We credited to You on any premiums which We refund.

### 2.2 COMPENSATION AFTER TERMINATION

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

- (a) If You are terminated for reasons other than reasons that qualify as Prohibited Acts under paragraph 4.6(c), commissions as described in Section 2.1 will continue to be paid as if this Contract were still in force on products sold before termination by You. Notwithstanding the foregoing, if after Your termination You participate in the conduct described in paragraph 4.6(c)(1), 4.6(c)(4) or 4.6(c)(5), We, at Our option, may declare this Contract null and void, and all Your rights, benefits, and compensation (according to Section 2.1 COMMISSIONS) shall be forfeited;
- (b) If termination is with cause and You have done any of the Prohibited Acts as defined in Section 4.6(b), We, at Our option, may declare this Contract null and void, and all Your rights, benefits, and compensation from Us (according to Section 2.1 COMMISSIONS) shall be forfeited.

## 2.3 ADJUSTMENTS

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

## Section 3. ETHICAL STANDARDS

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

- 3.1 To conduct a thorough interview to determine the customer's needs and clearly disclose when products are being proposed as part of a sale presentation;
- 3.2 To ensure that the customer understands the costs and benefits of any product or proposal;
- 3.3 To distinguish clearly between the guaranteed and non-guaranteed elements of any product or proposal, and make the customer aware of product conditions or limitations, and of any features that could change over time;
- 3.4 To satisfy all state and federal disclosures, including requirements relating to compensation, recognizing that appropriate disclosures are one of Your fundamental duties when acting on behalf of Your customer; and
- 3.5 To treat all customers as You would want to be treated, and to maintain personal and professional conduct that enhances Your reputation and Our reputation.

## Section 4. GENERAL PROVISIONS

- 4.1 STATUS. You are not Our employee under this Contract. You are an independent contractor using Your own judgment and guidelines in performing under the terms of this Contract. We shall not determine the place or time that You perform Your duties as a broker under this Contract, and nothing contained in this Contract shall limit Your right to sell products on behalf of other insurance companies. You are responsible for paying all expenses You incur in carrying out the terms of the Contract. As a broker, You are not a full-time salesperson for Us. Therefore You are not eligible for any fringe benefit plans in which Your participation or Our contributions are in any way dependent on Your being considered a statutory or common law employee. We will not pay any social security or related taxes on Your commissions or other compensation.
- 4.2 ACTS NOT AUTHORIZED. Your authority extends no further than is specifically stated in this Contract and, except as expressly set forth herein, You shall have no power or authority

to act on Our behalf. Specifically, but not limited to the following, You are not authorized:

- (a) To offer for sale, in Our name, any products not included on the attached Brokerage Commission Schedule. However, this shall not affect Your ability to sell products on behalf of other insurance companies. The Brokerage Commission Schedule shall be amended by updates to the Brokerage Commission Schedule, without amending this Contract;
- (b) To make, alter, or discharge contracts in Our name, or guarantee any illustrations;
- (c) To incur any debt or liability for or against Us, institute any legal proceedings, or bind Us in any manner whatsoever;
- (d) To accept any money or property on Our behalf, except for first premiums on Our products;
- (e) To create or use any advertisement (all written, oral and pictorial materials designed to reach the public, including but not limited to brochures, newsletters, letters, presentations, web pages, phone scripts, illustrations, business cards, letterhead, mailing or e-mailings) containing Our signature package (logo), referencing Us or Our products, or mentioning Our name unless (1) it has first been approved by Us in writing, and (2) a copy of the final version has been received by Our home office before it is used, and (3) it is used in accordance with any conditions and limitations of said approval.

#### 4.3 FIDELITY BOND AND INDEMNITY

AGREEMENT. You are not covered under Our fidelity bond. Notwithstanding any fidelity bond, You agree to indemnify and hold Us harmless against any damages or losses which We incurred as a result of Your actions or the actions of individuals working for You or on Your behalf.

#### 4.4 ERRORS AND OMISSIONS INSURANCE

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

said coverage for as long as You are appointed by Us.

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

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

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

(b) With Cause. Your Contract can be terminated for cause at any time by Us, in Our sole discretion. We must state the cause in writing to You. This Contract will terminate as soon as the written notice is given. Reasons may include, but are not limited to, Your failure: to maintain a necessary license; to comply with an insurance or securities law or regulation; to comply with Our rules or procedures; or to comply with a term of this Contract.

(c) Forfeiture. Except as otherwise provided by law, if (1) Your Contract is terminated for cause; and (2) You also do (or You cause or allow any individuals working for You or on Your behalf to do) any of the conduct listed below (the Prohibited

Acts) We, at Our option, may declare this Contract null and void, and all Your rights, benefits, and compensation from Us (according to Section 2.1 COMMISSIONS) shall be forfeited :

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

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

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

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

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

4.9 AMENDMENT OF CONTRACT. We reserve the right to amend any part of this Contract by written notice to You at Your last known address. Any amendment will be effective

thirty days from the mailing of such notice, or earlier by mutual written agreement, but no such amendment shall affect compensation payable on products previously put in force, except by mutual written agreement. Neither this Contract nor any amendment to it shall bind Us unless signed by Our officer. We reserve the right to change or revise any part of the Brokerage Commission Schedule at any time, either unilaterally or at the direction of the Agency. The commission calculations stated in any Brokerage Commission Schedule, however, shall continue to apply until We provide You with such changed Brokerage Commission Schedule. Brokerage Commission Schedules shall be exempt from the officer signature and notice requirements.

4.10 GOVERNING LAW. This Contract is governed by the laws of the State of Minnesota.

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

4.12 ARBITRATION. All claims or controversies arising out of or relating to this Contract shall be settled by arbitration. This paragraph provides the exclusive remedy for any dispute that may arise between You and Us (but does not necessarily apply to any third party litigation that may involve You and/or Us) which the parties are not able to resolve in good faith. In the event of any unresolved dispute relating to this Contract, including but not limited to a dispute about the interpretation of this Contract or about Your claim to compensation, either party may demand arbitration, by giving written notice to the other party. The party initiating the arbitration (Claimant) shall give written demand (Demand) to the other party (Respondent) by certified or registered mail, return receipt requested. Any notice given under this provision to You shall be at Your last known address and to Us shall be to the General Counsel at our home office located at 400 Robert St. N., St. Paul, MN 55101. The parties agree that the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the Demand shall apply to the arbitration procedure, including the selection of a panel of three arbitrators. The arbitrators shall have the authority to determine all disputes, including the applicability of arbitration to the dispute. The

award in writing shall be made within sixty (60) days after the appointment of the third arbitrator. The arbitrators may award compensatory damages, plus interest, and specific performance. The award of the arbitrator panel shall be final and binding on all parties. Judgment upon the award may be entered in any court having jurisdiction. No demand for arbitration under this section, and no claim under this Contract, may be made after the date when such dispute would be barred by the applicable statute of limitations. Each party shall bear its own costs and expenses. Any arbitration arising between the parties with respect to this Contract shall be conducted in St. Paul, Minnesota.

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

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

4.15 SURVIVAL. The provisions of Sections 2.2, 2.3, 4.6, 4.12, 5, 6, and 7 shall survive a termination of this Contract.

#### Section 5. MAINTAINING CONFIDENTIALITY OF PERSONAL INFORMATION

We are committed to safeguarding the privacy of Our customers and We are dedicated to maintaining the confidentiality of their personal information. In the course of Your duties under this Contract, You may obtain personal information about Our customers and consumers. We require You to maintain the confidentiality of such personal information and to abide by all applicable federal and state privacy laws.

You shall not use or disclose any such personal information You obtain in the course of Your duties under this Contract for any purpose unrelated to Your duties under this Contract. You shall not disclose such personal information to third parties without prior written consent of Us or the customer or consumer. You shall not, under any

circumstances, use or disclose such personal information for Your own purpose, such as selling personal information to third parties. You shall also implement reasonable safeguards to protect such personal information from unauthorized or inadvertent use or disclosure. We reserve the right to periodically audit Your privacy practices and procedures to ensure compliance with federal and state laws and with Our corporate privacy policy. You shall immediately notify us of any breach or potential breach of the security of confidential personal information of Our customers and consumers.

#### Section 6. BUSINESS ASSOCIATE AGREEMENT

This provision shall be effective with respect to the use of information which is protected health information within the meaning of the Health Insurance Portability and Accountability Act and its implementing regulations at 45 C.F.R. parts 160 and 164 (the Federal Health Privacy Rules) and shall be applicable notwithstanding any conflicting provisions of this Contract.

You are, or may be deemed to be Our business associate as that term business associate is defined under the Federal Health Privacy Rules. The capitalized terms used in this Section 6 shall have the meanings provided for in the Federal Health Privacy Rules where not defined herein. References to the Federal Health Privacy Rules shall mean as enacted and shall include any later amendments, deletions or revisions.

#### 6.1 YOUR HIPAA OBLIGATIONS

- (a) You shall only use or disclose the Protected Health Information: (A) as set forth in and in accordance with this Agreement provided that such uses or disclosures are not inconsistent with the Federal Privacy Rules; (B) as required by law; and (C) as expressly provided for in this Sub Section 6.1(a). The term ~~required by law~~ shall have the same meaning as the term ~~required by law~~ on 45 CFR Section 164.501. The term ~~the Protected Health Information~~ shall have the same meaning as it has in 45 CFR Section 164.501 of the Federal Health Privacy Rules but only with respect to the information created or received by You from or on behalf of Us. You hereby represent that any Protected Health Information You shall require from Us shall be the minimum necessary, as defined by the Federal Health Privacy

Rules, for Your stated purposes under this Contract and acknowledge that We will rely upon such representation with respect to any request for Protected Health Information from You. You may use the Protected Health Information:

- (i) for the proper management and administration of Our products with Agency and Us;
- (ii) to carry out Your legal responsibilities, provided that 1) the disclosure is required [or authorized] by law; or 2) You obtain reasonable assurance from a third person to whom the Protected Health Information is disclosed that such Protected Health Information will remain confidential, be used or further disclosed only as required by law or for the reasons it was disclosed to the third person, and the third person notifies You of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached;
- (b) You shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided herein and, upon Our request, from time to time, provide information to Us about such safeguards;
- (c) You shall, within fourteen (14) days of becoming aware of any use or disclosure of the Protected Health Information not provided for herein by You or those working on Your behalf, report such use or disclosure to Us;
- (d) You shall obtain and maintain an agreement with any agent or subcontractor, to whom You provides any of the Protected Health Information or that will create any Protected Health Information on Our behalf or Your behalf pursuant to which the agent or subcontractor agrees to the same restrictions, terms and conditions that apply to You with respect to the Protected Health Information pursuant to this Contract;
- (e) Within ten (10) days of a request by Us, You shall, in the manner designated by Us, make available to Us, or as directed by Us, to an Individual, such portions of the Protected Health Information which We believe to be within the Designated

Record Set so as to permit Company to comply with Section 164.524 of the Federal Health Privacy Rules. In the event any Individual requests access to the Protected Health Information directly from You, You shall, within two (2) days forward such request to Us. Any denials of access to the Protected Health Information requested shall be Our responsibility;

- (f) Within ten (10) days of a request by Us for the amendment of an Individual's ~~Protected Health Information~~ Protected Health Information within the Individual's ~~Designated Record Set~~ Designated Record Set, You shall make available the Protected Health Information for amendment by Us and shall incorporate any amendments to the Protected Health Information in the Individual's ~~Designated Record Set~~ Designated Record Set held by You so as to permit Company to comply with Section 164.526 of the Federal Health Privacy Rules. In the event any Individual submits a request for an amendment to his/her Designated Record Set directly to you, You shall, within two (2) days forward such request to Us. Any denials of requests for amendment to the Designated Record Set shall be Our responsibility.
- (g) Within ten (10) days of electronic notice You by Us that We have received a request for an accounting of disclosures of the Protected Health Information You shall notify Us of disclosures (if any) made: for public health purposes, regarding abuse, neglect or domestic violence; to a health oversight agency; in the course of a judicial or administrative proceeding; for law enforcement purposes; to coroners, to medical examiners and funeral directors, to organ procurement organizations; for research; as required by law; to prevent a serious harm to health or safety, to military and veterans officials, or for workers' ~~compensation~~ compensation purposes. In each case You shall provide at least the following information with respect to each such disclosure: (A) the date of the disclosure; (B) the name of the entity or person who received the Protected Health Information; (C) a brief description of the Protected Health Information disclosed; and (D) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. You agree to implement an appropriate record-keeping process to

enable it to comply with the requirements of this subsection;

- (h) You shall notify Us within five (5) business days of Your receipt of any request or subpoena for the Protected Health Information. To the extent that We decide to assume responsibility for challenging the validity of such request, You agree to cooperate fully with Us in such a challenge. You shall make Your internal practices, books, and records relating to the use and disclosure of the Protected Health Information, available to Us and to the Secretary of Health and Human Services (~~the Secretary~~) in a time and manner designated by Us or the Secretary, for purposes of determining Our compliance with the Federal Health Privacy Rules;
- (i) You agree to mitigate, to the extent practicable, any harmful effect that is known to You of a use of disclosure of the Protected Health Information in violation of the requirements of this Contract;
- (j) You acknowledge that the disclosure of any portion of the Protected Health Information may cause irreparable injury to Us and damages, which may be difficult to ascertain. Therefore, We shall, upon a disclosure or threatened disclosure of any of the Protected Health Information, be entitled to injunctive relief to protect and recover the Protected Health Information and You shall not object to the entry of an injunction or other equitable relief against You on the basis of an adequate remedy at law, lack of irreparable harm or any other reason. This provision shall not in any way limit such other remedies as may be available to Us at law or in equity;
- (k) You, at Your own expense, shall indemnify and hold Us harmless, Our subsidiaries, affiliates and assignees, and their directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt, loss or liability, including attorneys' fees, to the extent based upon a claim that any action or omission by You breaches any of Your obligations, representations or warranties under this Contract. This provision shall not in any way limit any other indemnification that may be provided for in this Contract.

## Section 7. HIPAA SECURITY

You agree that the following provisions shall also govern the use of information subject to this Contract that is protected health information within the meaning of the Health Insurance Portability and Accountability Act and its implementing regulations at 45 C. F. R. parts 160 and 164 (the ~~Federal Health Privacy Rules~~) and shall be applicable notwithstanding conflicting provisions of this Contract.

You are, or may be deemed a ~~Business Associate~~ of Company, as the term ~~Business Associate~~ defined under the Federal Health Privacy Rules. The capitalized terms used herein shall have the meanings provided for in the Federal Health Privacy Rules where not defined herein. References to the Federal Health Privacy Rules shall mean as enacted and shall include any later amendments, deletions, or revisions.

You shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that You create, receive, maintain, or transmit on Our behalf, such safeguards to be consistent with the safeguards described in the Federal Health Privacy Rules at section 164.306 through 164.310, and, upon Our request, from time to time, shall provide information to Us about such safeguards.

You shall, within fourteen (14) days of becoming aware of any Security Incident, by You or those working on your behalf report such Security Incident to Us in writing.

You shall ensure that You and those working on Your behalf to whom You provide any Protected Health Information or that will create any Protected Health Information agrees in writing to implement and maintain reasonable and appropriate safeguards to protect such information, such safeguards to be consistent with the safeguards described in the Federal Health Privacy Rules at sections 164.306 through 164.310.

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

**BROKER**

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**MINNESOTA LIFE INSURANCE COMPANY**

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

\_\_\_\_\_  
Officer signature

**X**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Brokerage General Agency Contract (Fixed Products)

**MINNESOTA LIFE**

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

## Section 1. AUTHORITY & ACTIVITIES

Minnesota Life Insurance Company (We, Us, Our) and the master brokerage general agent named on the signature page (Master Brokerage General Agent, MBGA) hereby contract with and agree to appoint the individual or entity named on the signature page (You, Your, BGA) as a brokerage general agent. This Brokerage General Agency Contract (Contract) is effective on the date We determine, as indicated herein.

### 1.1 You are authorized

- (a) To market Minnesota Life Insurance Company to brokers;
- (b) To recommend producers to be appointed as insurance agents with Us through the Master Brokerage General Agent. Such producers that are appointed by Us will be referred to hereinafter as ~~Your~~ Brokers;
- (c) To solicit and procure applications for Our products that are not registered with the Securities and Exchange Commission (SEC) as listed on any Brokerage General Agency Contract Update in effect and made a part of this Contract, but, in any state that requires appointment, Neither You nor Your Brokers may solicit an application for Our products before appointment by Us in that state;
- (d) To remit all applications and any initial premiums promptly to Us or as otherwise instructed by Us;
- (e) To deliver all issued products promptly to the contract owner in accordance with any delivery instructions;
- (f) To provide service to product owners of Our products;
- (g) To obtain and keep in good standing all appropriate licenses necessary to solicit applications as authorized under this Contract; and
- (h) To train and manage Your Brokers, and to promote and provide administrative assistance relating to Our products at Our request.

### 1.2 You shall perform the following activities:

- (a) Supervise, insofar as possible, Your Brokers to ensure that they:
  - (1) Comply with the terms of their Broker Sales Contract with Us (See

Broker Sales Contract attached as Schedule 1);

- (2) Use only marketing materials that are approved by Us in promoting Us or Our products; and
  - (3) Comply with all applicable insurance laws and regulations governing the sale and servicing of Our products.
- (b) Review all applications before submitting them to Us or as otherwise instructed by Us and submit only those applications that have been properly completed and for which Your Broker has the licenses and appointments required by Us.
- 1.3 MBGA agrees to compensate You as provided in this Contract.

## Section 2. COMPENSATION

### 2.1 YOUR COMPENSATION

- (a) As full compensation for all services rendered by You, MBGA agrees to pay You the remaining net compensation after the amounts You direct to be paid to Your Brokers have been subtracted from the gross compensation payable due to the sale of Our products by Your Brokers. Compensation will be paid as We receive premiums in cash and as directed by the MBGA, subject to Our established practices in effect at the time. We may pay compensation directly to You or to the broker-dealer with whom you are registered (~~Your Broker-Dealer~~) if so required by Your Broker-Dealer. It is Your responsibility to inform Us in writing if Your compensation must be paid to Your Broker-Dealer. Compensation paid to Your Broker-Dealer will be governed by agreements between Us and Your Broker-Dealer, and any such payment will be Your Broker-Dealer's sole responsibility. In all cases involving a dispute or questionable compensation claim, Our decision shall be binding and conclusive. For income and other tax reporting purposes, We will report all income paid directly to You under this Contract at the direction of the MBGA;
- (b) Your compensation is explained in detail in the Brokerage General Agency Contract Update (~~Contract Update~~) in Schedule 2, attached to and made a part of this

Contract. We will facilitate this payment as directed by the MBGA and forward payment to You. You will be eligible for compensation for the sale of Our products where:

- (1) The application was submitted by Your Brokers;
- (2) The application has satisfied all of Our requirements;
- (3) The application was approved by Us; and
- (4) The products are identified by Us in Our compensation system as relating to You.

(c) MBGA will calculate compensation under this Contract according to the Contract Update in effect for You on the date the date compensation is to be first paid to You for a particular policy. The Contract Update in effect on the date that compensation is first paid for a policy shall apply to all compensation paid on that policy throughout the life of the policy. Whenever a new Contract Update is issued, it will become a part of this Contract. Except as expressly stated in each new Contract Update, the rates, schedules and other information in the new Contract Update will become effective during the first full calendar week following the issuance of the new Contract Update by the MBGA. We will mail it to You at Your last known address, and You should file it with this Contract

- (d) We will pay all compensation which is due you under this Contract on and after the date of your death, to the duly appointed representative of your estate; and
- (e) We have the right to refund any premiums paid on a policy if We believe this is proper where a policy is rescinded, cancelled, or not accepted, or for any other reason We believe is proper. You agree to return to Us, when We ask for it, all earnings which We credited to You on any premiums which We refund.

## 2.2 COMPENSATION AFTER TERMINATION

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

- (a) If You are terminated for reasons other than reasons that qualify as Prohibited Acts under paragraph 4.6(c), compensation as described in Section 2 will continue to be paid as if this Contract were still in force on products sold before termination by You. Notwithstanding the foregoing, if after Your termination You or individuals working at Your direction participate in the conduct described in paragraph 4.6(c)(1), 4.6(c)(4) or 4.6(c)(5), We, at Our option, may declare this Contract null and void, and all Your rights, benefits, and compensation (according to Section 2.1 YOUR COMPENSATION ) shall be forfeited.

If termination is with cause and You have done any of the Prohibited Acts as defined in Section 4.6(c), We, at Our option, may declare this Contract null and void, and all Your rights, benefits, and compensation from Us (according to Section 2.1 YOUR COMPENSATION ) shall be forfeited.

## 2.3 ADJUSTMENTS

- (a) RETURNED PREMIUMS. All compensation paid to You or Your Brokers as provided in Section 2, on any premiums that are subsequently returned or otherwise not received by Us shall, upon Our demand, become a debt You owe to Us, payable according to paragraph 2.3(b) FIRST CLAIM ON EARNINGS; and
- (b) FIRST CLAIM ON EARNINGS. You agree to promptly repay all debts to Us, including reasonable interest as We determine. We have first claim on all of Your earnings. This means that, as and when elected, We may keep all or any part of Your earnings to reduce any debt You owe Us. While We may release Your earnings while You owe Us a debt, this does not mean We have waived this right of first claim to Your earnings. We may make this claim whether Your earnings are due You, the representative of Your estate, Your heirs or Your assignees. Our claim also takes precedence over claims of Your creditors. All Your earnings We keep will be used to reduce the debt you owe Us or the MBGA.

## Section 3. BGA REPRESENTATIONS

You represent and agree for Yourself and Your Brokers:

- 3.1 To abide by Our policies and procedures related to the solicitation of products listed in the Contract Update;
- 3.2 To abide by any policies and procedures that We communicate;
- 3.3 To review and become familiar with Our products prior to soliciting applications for such products; and
- 3.4 To solicit, procure, and submit applications for products only if properly licensed and appointed to do so as required by Us and applicable laws.

#### Section 4. GENERAL PROVISIONS

4.1 STATUS. You are not Our employee or the MBGA's employee under this Contract. You are an independent contractor using Your own judgment and guidelines in performing under the terms of this Contract. Only You shall determine the place or time that You perform Your duties as a BGA under this Contract, and nothing contained in this Contract shall limit Your right to sell products on behalf of other insurance companies. You are responsible for paying all expenses You incur in carrying out the terms of the Contract.

As a BGA, You are not a full-time salesperson for Us or the MBGA. Therefore You are not eligible for any fringe benefit plans in which Your participation or Our contributions are in any way dependent on Your being considered a statutory or common law employee. We will not pay any social security or related taxes on Your compensation.

4.2 ACTS NOT AUTHORIZED. Your authority extends no further than is specifically stated in this Contract and, except as expressly set forth herein, You shall have no power or authority to act on Our behalf or to authorize Your Brokers to act on Our behalf. Specifically, but not limited to the following, neither You nor Your Brokers are authorized:

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

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

- (f) To incur any expense or liability on Our account without Our specific written authority to do so;

- (g) To solicit, procure or submit applications for Our SEC registered products which are controlled by selling agreements between NASD member broker dealers.

#### 4.3 FIDELITY BOND AND INDEMNITY

AGREEMENT. Neither You nor Your Brokers are covered under Our fidelity bond. Notwithstanding any fidelity bond, You agree to indemnify and hold Us harmless against any damages or losses which We incurred as a result of Your actions or the actions of Your Brokers or employees.

#### 4.4 ERRORS AND OMISSIONS INSURANCE

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

#### 4.5 CLAIMS AGAINST YOU OR US.

You agree to provide timely notice to Us and any applicable errors and omissions insurance carriers of any claim against Us, You, Your Brokers, or any individual working for You or on Your behalf where said claim is in any way related to the sale of Our products. You agree to cooperate with these carriers. To the extent full coverage by any errors and omissions carriers is not extended to You, or individuals working for You or on Your behalf, Your Brokers, or to Us, We have the right to defend said claim, and settle that claim, when We receive satisfactory proof of the merit of that claim. You will be

liable to Us and agree to reimburse Us fully for any payments made and any related expenses incurred by Us in the defense and settlement of any such claim that We defend, pay or settle, including costs of counsel employed for such action.

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

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

(b) With Cause. Your Contract can be terminated for cause at any time in Our sole discretion or in the MBGA's sole discretion. We or the MBGA must state the cause in writing to You. This Contract will terminate as soon as the written notice is given. Reasons may include, but are not limited to, Your failure: to maintain a necessary license; to comply with an insurance or securities law or regulation; to comply with Our rules or procedures; or to comply with a term of this Contract.

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

- (1) Withhold or misappropriate any funds, documents, or property belonging to an owner of one of Our products, or to a person whose application for a product has not been accepted by Us;
- (2) Knowingly provide false information on the applicant's application;
- (3) Provide false information in Your application to contract with Us;

(4) Induce any owner of one of Our products to lapse or surrender the product or replace it with another company's product without Our consent, whether or not applicable replacement laws or regulations have been followed;

(5) Induce or attempt to induce one of Our agents to leave Us; or

(6) Violate any state or federal insurance or securities law.

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

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

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

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

4.9 AMENDMENT OF CONTRACT. We reserve the right to amend any part of this Contract by written notice to You at Your last known address. Any amendment will be effective thirty days from the mailing of such notice, or earlier by mutual written agreement, but no such amendment shall affect compensation payable on products previously put in force, except by mutual written agreement. Neither this Contract nor any amendment to it shall bind Us unless signed by Our officer. We, cooperating with the MBGA, and the MBGA reserve the right to change any part of the Contract Update at any time. The compensation calculations stated in any Contract Update, however, shall continue to apply until We or the MBGA provides You with such changed Contract Update. Changes to the Contract Update shall be exempt from the officer signature and notice requirements.

4.10 GOVERNING LAW. This Contract is governed by the laws of the State of Minnesota.

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

4.12 ARBITRATION. All claims or controversies arising out of or relating to this Contract shall be settled by arbitration. This paragraph provides the exclusive remedy for any dispute that may arise between the parties to this Contract (but does not necessarily apply to any third party litigation that may involve You, Your Brokers, Master Brokerage General Agent, and/or Us) which the parties are not able to resolve in good faith. In the event of any unresolved dispute relating to this Contract, including but not limited to a dispute about the interpretation of this Contract or about Your claim to compensation, any party may demand arbitration, by giving written notice to the other parties. The party initiating the arbitration (~~Claimant~~) shall give written demand (~~Demand~~) to the other parties (~~Respondents~~) by certified or registered mail, return receipt requested. Any notice given under this provision to You shall be at Your last known address, to the Master Brokerage General Agent shall be at the Master Brokerage General Agent's last known address, and to Us shall be to the General Counsel at our home office located at 400 Robert St. N., St. Paul, MN 55101. The parties agree that the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the Demand shall apply to the arbitration procedure, including the selection of a panel of three arbitrators. The arbitrators shall have the authority to determine all disputes, including the applicability of arbitration to the dispute. The award in writing shall be made within sixty (60) days after the appointment of the third arbitrator. The arbitrators may award compensatory damages, plus interest, and specific performance. The award of the arbitrator panel shall be final and binding on all parties. Judgment upon the award may be entered in any court having jurisdiction. No demand for arbitration under this section, and no claim under this Contract, may be made after the date when such dispute would be barred by the applicable statute of limitations. Each party shall bear its own costs and expenses. Any arbitration arising between the parties with

respect to this Contract shall be conducted in St. Paul, Minnesota.

4.13 BROKERS. Your Brokers shall enter into a contract with Us on Our approved form and signed by Our officer. We can, in Our sole discretion, approve, reject, or terminate any such contract. Any such rejection or termination shall not create any liability from Us to You. You may request, at any time, that We terminate Your Broker(s). We will honor reasonable termination requests. Circumstances may develop so that Your Brokers may need to be reassigned to another master brokerage general agent. You shall grant Your consent to all reasonable reassignment requests. The parties shall cooperate when handling reassignment requests.

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

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

4.16 SURVIVAL. The provisions of Sections 2.2, 2.3, 4.6, 4.12, 5, 6, and 7 shall survive a termination of this Contract

#### Section 5. MAINTAINING CONFIDENTIALITY OF PERSONAL INFORMATION

We are committed to safeguarding the privacy of Our customers and We are dedicated to maintaining the confidentiality of their personal information. In the course of Your duties under this Contract, You or Your Brokers may obtain personal information about Our customers and consumers. We require You and Your Brokers to maintain the confidentiality of such personal information and to abide by all applicable federal and state privacy laws. You shall not use or disclose any such personal information You or Your Brokers obtain in the course of Your duties under this Contract for any purpose unrelated to Your duties under this Contract. You shall not disclose such personal information to third parties without prior written consent of Us or the customer or consumer. You shall not, under any circumstances,

use or disclose such personal information for Your or Your Broker's own purpose, such as selling personal information to third parties. You shall also implement reasonable safeguards to protect such personal information from unauthorized or inadvertent use or disclosure. We reserve the right to periodically audit Your privacy practices and procedures to ensure compliance with federal and state laws and with Our corporate privacy policy. You shall immediately notify us of any breach or potential breach of the security of confidential personal information of Our customers and consumers.

## Section 6. BUSINESS ASSOCIATE AGREEMENT

This provision shall be effective with respect to the use of information which is protected health information within the meaning of the Health Insurance Portability and Accountability Act and its implementing regulations at 45 C.F.R. parts 160 and 164 (the Federal Health Privacy Rules) and shall be applicable notwithstanding any conflicting provisions of this Contract.

You are, or may be deemed to be Our business associate as that term business associate is defined under the Federal Health Privacy Rules. The capitalized terms used in this Section 6 shall have the meanings provided for in the Federal Health Privacy Rules where not defined herein. References to the Federal Health Privacy Rules shall mean as enacted and shall include any later amendments, deletions or revisions.

### 6.1 YOUR HIPAA OBLIGATIONS

- (a) You shall only use or disclose the Protected Health Information: (A) as set forth in and in accordance with this Agreement provided that such uses or disclosures are not inconsistent with the Federal Privacy Rules; (B) as required by law; and (C) as expressly provided for in this Sub Section 6.1(a). The term ~~required by law~~ shall have the same meaning as the term ~~required by law~~ in 45 CFR Section 164.501. The term ~~the Protected Health Information~~ shall have the same meaning as it has in 45 CFR Section 164.501 of the Federal Health Privacy Rules but only with respect to the information created or received by You from or on behalf of Us. You hereby represent that any Protected Health Information You shall require from Us shall be the minimum necessary, as defined by the Federal Health Privacy Rules, for Your stated purposes under this

Contract and acknowledge that We will rely upon such representation with respect to any request for Protected Health Information from You. You may use the Protected Health Information:

- (i) for the proper management and administration of Our products with Agency and Us;
- (ii) to carry out Your legal responsibilities, provided that 1) the disclosure is required [or authorized] by law; or 2) You obtain reasonable assurance from a third person to whom the Protection Health Information is disclosed that such Protected Health Information will remain confidential, be used or further disclosed only as required by law or for the reasons it was disclosed to the third person, and the third person notifies You of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached;
- (b) You shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided herein and, upon Our request, from time to time, provide information to Us about such safeguards;
- (c) You shall, within fourteen (14) days of becoming aware of any use or disclosure of the Protected Health Information not provided for herein by You or those working on Your behalf, report such use or disclosure to Us;
- (d) You shall obtain and maintain an agreement with any agent or subcontractor, to whom You provides any of the Protected Health Information or that will create any Protected Health Information on Our behalf or Your behalf pursuant to which the agent or subcontractor agrees to the same restrictions, terms and conditions that apply to You with respect to the Protected Health Information pursuant to this Contract;
- (e) Within ten (10) days of a request by Us, You shall, in the manner designated by Us, make available to Us, or as directed by Us, to an Individual, such portions of the Protected Health Information which We believe to be within the Designated Record Set so as to permit Company to comply with Section 164.524 of the Federal Health Privacy Rules. In the event any Individual

requests access to the Protected Health Information directly from You, You shall, within two (2) days forward such request to Us. Any denials of access to the Protected Health Information requested shall be Our responsibility;

- (f) Within ten (10) days of a request by Us for the amendment of an Individual's Protected Health Information within the Individual's Designated Record Set, You shall make available the Protected Health Information for amendment by Us and shall incorporate any amendments to the Protected Health Information in the Individual's Designated Record Set held by You so as to permit Company to comply with Section 164.526 of the Federal Health Privacy Rules. In the event any Individual submits a request for an amendment to his/her Designated Record Set directly to you, You shall, within two (2) days forward such request to Us. Any denials of requests for amendment to the Designated Record Set shall be Our responsibility.
- (g) Within ten (10) days of electronic notice You by Us that We have received a request for an accounting of disclosures of the Protected Health Information You shall notify Us of disclosures (if any) made: for public health purposes, regarding abuse, neglect or domestic violence; to a health oversight agency; in the course of a judicial or administrative proceeding; for law enforcement purposes; to coroners, to medical examiners and funeral directors, to organ procurement organizations; for research; as required by law; to prevent a serious harm to health or safety, to military and veterans officials, or for workers' compensation purposes. In each case You shall provide at least the following information with respect to each such disclosure: (A) the date of the disclosure; (B) the name of the entity or person who received the Protected Health Information; (C) a brief description of the Protected Health Information disclosed; and (D) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. You agree to implement an appropriate record-keeping process to enable it to comply with the requirements of this subsection;
- (h) You shall notify Us within five (5) business days of Your receipt of any request or subpoena for the Protected Health Information. To the extent that We decide to assume responsibility for

challenging the validity of such request, You agree to cooperate fully with Us in such a challenge. You shall make Your internal practices, books, and records relating to the use and disclosure of the Protected Health Information, available to Us and to the Secretary of Health and Human Services (the Secretary), in a time and manner designated by Us or the Secretary, for purposes of determining Our compliance with the Federal Health Privacy Rules;

- (i) You agree to mitigate, to the extent practicable, any harmful effect that is known to You of a use or disclosure of the Protected Health Information in violation of the requirements of this Contract;
- (j) You acknowledge that the disclosure of any portion of the Protected Health Information may cause irreparable injury to Us and damages, which may be difficult to ascertain. Therefore, We shall, upon a disclosure or threatened disclosure of any of the Protected Health Information, be entitled to injunctive relief to protect and recover the Protected Health Information and You shall not object to the entry of an injunction or other equitable relief against You on the basis of an adequate remedy at law, lack of irreparable harm or any other reason. This provision shall not in any way limit such other remedies as may be available to Us at law or in equity;
- (k) You, at Your own expense, shall indemnify and hold Us harmless, Our subsidiaries, affiliates and assignees, and their directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt, loss or liability, including attorneys' fees, to the extent based upon a claim that any action or omission by You breaches any of Your obligations, representations or warranties under this Contract. This provision shall not in any way limit any other indemnification that may be provided for in this Contract.

## Section 7. HIPAA SECURITY

You agree that the following provisions shall also govern the use of information subject to this Contract that is protected health information within the meaning of the Health Insurance Portability and Accountability Act and its implementing regulations at 45 C. F. R. parts 160 and 164 (the Federal Health Privacy Rules) and shall be applicable

notwithstanding conflicting provisions of this Contract.

You are, or may be deemed a Business Associate of Company, as the term Business Associate is defined under the Federal Health Privacy Rules. The capitalized terms used herein shall have the meanings provided for in the Federal Health Privacy Rules where not defined herein. References to the Federal Health Privacy Rules shall mean as enacted and shall include any later amendments, deletions, or revisions.

You shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that You create, receive, maintain, or transmit on Our behalf, such safeguards to be consistent with the safeguards described in the Federal Health Privacy Rules at section 164.306 through 164.310, and, upon Our request, from time to time, shall provide information to Us about such safeguards.

You shall, within fourteen (14) days of becoming aware of any Security Incident, by You or those working on your behalf report such Security Incident to Us in writing.

You shall ensure that You and those working on Your behalf to whom You provide any Protected Health Information or that will create any Protected Health Information agrees in writing to implement and maintain reasonable and appropriate safeguards to protect such information, such safeguards to be consistent with the safeguards described in the Federal Health Privacy Rules at sections 164.306 through 164.310.

You, We, and the MBGA must sign three copies of the Contract before it goes into effect.

**BROKERAGE GENERAL AGENT**

Your appointment as a Brokerage General Agent and the terms of this Contract are accepted by You.

Name (please print)

Signature	Date
	

**MINNESOTA LIFE INSURANCE COMPANY**

We approve and accept Your appointment as a Brokerage General Agent and the terms of this Contract.

Officer signature

<b>X</b>	Date
Title	

**MASTER BROKERAGE GENERAL AGENT**

Master Brokerage General Agent approves and accepts Your appointment as a Brokerage General Agent and the terms of this contract.

Name (please print)

Signature	Date
<b>X</b>	

# Anti-Money Laundering Training

Due to regulations issued under USA PATRIOT Act Section 352 (US 31 CFR 103.137), **AML training is now a requirement for contracting with all companies.** Please complete this form and attach a copy of the certificate of completion.

## Agent Information:

Name: \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_


## Training Information:

Title of training program: \_\_\_\_\_

Date training program completed: \_\_\_\_\_

Please specify where training was taken and attach a certification of completion if one was issued:

- LIMRA
- Insurance Company \_\_\_\_\_
- Broker Dealer \_\_\_\_\_
- Other \_\_\_\_\_

Signature of Agent  \_\_\_\_\_

Date: \_\_\_\_\_

# Broker Authorization for Automatic Deposit(s) to Checking Account (EFT)

MN 6

**MINNESOTA LIFE**

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

Route To: A3-6503

## BROKER AND CHECKING ACCOUNT NAME

Broker name

Name on checking account

SSN or TIN

If broker name and name on checking account are different, the checking account name is for

- Sole Proprietorship (no additional form needed)  
 Corporation (assignment of commission form is needed)

## CHECKING ACCOUNT INFORMATION

- New  Change

Financial institution name (depository)

Account number

ABA routing number

Address (include street, city, state, zip code)

Telephone number (financial inst.)

**\*A VOIDED CHECK IS REQUIRED FOR EACH ACCOUNT\***

## AUTHORIZATION AND CERTIFICATION:

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

I certify, that if I operate as a sole-proprietorship, either my personal checking account is in my individual name and Social Security number, or I have obtained a Federal Employment Identification Number (FEIN/TEIN) for my sole-proprietorship that is different than my Social Security number. The checking account for my sole-proprietorship is in my "Doing Business As" (DBA) name and my sole-proprietorship's FEIN/TEIN if applicable.

Signature of payee

Date (month/day/year)



**Note: If DBA changes, you will need to complete and send a new EFT form along with a new voided check to Minnesota Life.**

# Assignment of Commissions on Fixed Products

## MINNESOTA LIFE

Minnesota Life Insurance Company, a Securian Financial Group affiliate  
400 Robert Street North • St. Paul, Minnesota 55101-2098

For value received, I, \_\_\_\_\_, do hereby assign unto  
(Print Name of Broker/Assignor)

\_\_\_\_\_, any and  
(Print Name and Address of Assignee) (Assignee Tax ID Number)

all first year and renewal commissions now due me or hereafter to become due under the terms and provisions of my Broker Sales Contract with Minnesota Life Insurance Company (hereinafter "Minnesota Life") dated \_\_\_\_\_ and all supplements and amendments, if any (hereinafter the "Contract").

Payment of said commission to the Assignee shall discharge Minnesota Life from all liability to the Assignor for the payment of such commissions to the same extent as if payment had been made directly to the Assignor. I agree to indemnify and hold harmless Minnesota Life for any and all liability Minnesota Life may incur because of this Assignment.

I understand that Minnesota Life Insurance Company shall not be held to waive its rights to offset at any time against any amounts due under the Contract the amount of any debts owed by the broker to Minnesota Life Insurance Company irrespective of when such debts are incurred; nor shall Minnesota Life Insurance Company be held to waive any claims which it may otherwise have under the Contract.

This Assignment shall apply to any fixed policies placed by me with Minnesota Life while employed by Assignee, and it is irrevocable without the written consent of Assignee. The effective date of this Assignment must be a current or future date and will only apply to commissions that become due and payable under the Contract after the effective date.

Effective \_\_\_\_\_, \_\_\_\_\_ (\_\_\_\_ - \_\_\_\_)  
Date Broker's Name Code

 \_\_\_\_\_  
Broker Signature

\_\_\_\_\_  
Date of Execution of Agreement

# Minnesota Life Downline Compensation Schedule

## First Year Target/Base Commission

	Eclipse IUL / Protector SUL	Eclipse IUL w/EVA*	Advantage Elite 5/10	Advantage Elite 15	Advantage Elite 20/30	Secure Whole Life
<b>FY 85</b>	85.00%	28.00%	70.00%	90.00%	95.00%	85.00%
<b>FY 80</b>	80.00%	27.00%	65.00%	85.00%	90.00%	80.00%
<b>FY 75</b>	75.00%	26.00%	60.00%	80.00%	85.00%	75.00%
<b>FY 70</b>	70.00%	25.00%	55.00%	75.00%	80.00%	70.00%
<b>FY 65</b>	65.00%	24.00%	50.00%	70.00%	75.00%	65.00%
<b>FY 60</b>	60.00%	23.00%	50.00%	65.00%	70.00%	60.00%
<b>FY 55</b>	55.00%	22.00%	50.00%	60.00%	65.00%	55.00%
<b>FY 50</b>	50.00%	22.00%	50.00%	50.00%	50.00%	50.00%

### \*Early Values Agreement

**NOTE: When using the SVEA (Surrender Value Enhanced Agreement) Rider:**

**Surrender in Year 1 - 100% of total compensation paid is charged back.**

**Surrender in Year 2\* - Up to 75% of total compensation paid is charged back.**

**Surrender in Year 3\* - Up to 50% of total compensation paid is charged back.**

**\*THE AMOUNT CHARGED BACK IN YEARS 2 & 3 IS DEPENDENT UPON THE AMOUNT OF SVEA BENEFIT PROVIDED TO THE POLICY OWNER UPON SURRENDER.**

## Minnesota Life Downline Compensation Schedule

### Renewal, Excess and Cash Extra Commission

	<b>Eclipse IUL/ Legacy Protector SUL Renewals Years 2-10</b>	<b>Eclipse IUL w/EVA* Renewals Years 2-5</b>	<b>Eclipse IUL w/EVA* Renewals Years 6-10</b>	<b>Eclipse IUL/ Legacy Protector SUL Excess Years 1-10</b>	<b>Eclipse IUL/ Legacy Protector SUL Ren &amp; Excess Years 11+</b>	<b>Elite Cash Extra All Years</b>	<b>Whole Life Renewals Years 2 - 5</b>	<b>Whole Life Renewals Years 6 - 10</b>	<b>Whole Life Renewals Years 11+</b>	<b>Whole Life Cash Extra All Years</b>	<b>Whole Life Single Premium Paid Up / Additional Insurance Agreement All Years</b>
<b>RC3</b>	1.50%	16.00%	2.00%	1.00%	0.50%	1.50%	2.00%	1.50%	0.50%	1.50%	1.50%
<b>RC4</b>	1.00%	14.50%	1.50%	0.50%	0.00%	1.00%	1.00%	1.00%	0.00%	1.00%	1.00%
<b>RC5</b>	0.50%	13.00%	1.00%	0.00%	0.00%	0.50%	0.50%	0.50%	0.00%	0.50%	0.50%
<b>RC6</b>	0.50%	11.50%	1.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<b>RC7</b>	0.50%	10.00%	1.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<b>RC8</b>	0.50%	9.00%	1.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<b>RC9</b>	0.50%	8.00%	1.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
<b>RC10</b>	0.50%	7.00%	1.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

\*Early Values Agreement

Dec-09