

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 Appointment 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

X

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

SCHEDULE 1: BROKERAGE COMMISSION SCHEDULE