Reset Form

Insurance Producer Agreement

INSURER: **FIDELITY & GUARANTY LIFE INSURANCE COMPANY**

Check as Applicable: ____ Fidelity & Guaranty Life Insurance Company

____ Fidelity & Guaranty Life Insurance Company of New York

***Important*: This document is a contract that contains important and legally binding terms regarding your relationship with Fidelity & Guaranty Life Insurance Company and/or Fidelity & Guaranty Life Insurance Company of New York, (identified in this Agreement as the "Company," in reference to either or both, as applicable). Read this contract carefully before signing or attaching your electronic signature through SalesLink. If you have any questions about the meaning or content of this Insurance Producer Agreement, you should consult your personal lawyer.**

This agreement (the "Agreement") is made between and among Fidelity & Guaranty Life Insurance Company and/or Fidelity & Guaranty Life Insurance Company of New York and the Insurance Producer named on the signature page or identified to the Company via SalesLink ("you," "your" or "yours"). This Agreement is made as of the date appearing adjacent to the signature line (or if no date appears thereon, as of the date the undersigned first offered any insurance product underwritten by either Company for sale to any customer or prospective customer) or the date it is submitted electronically via SalesLink, (the Company's secure access agent intranet site), provided however, that the Agreement shall not be effective until accepted by one or both of the Companies. Such acceptance may be manifest by your being licensed or appointed as a representative by either Company in any jurisdiction, or by the direct or indirect payment of any commission from the Company to you.

For good and valuable consideration, each to the other, the receipt and sufficiency of which is acknowledged, you and the Company agree as follows:

Section 1. Representations: You represent that you are properly licensed and authorized to sell the insurance products that are the subject of this Agreement. The Company represents that it is properly licensed and authorized to issue such products.

Section 2. Independent Contractor: At all times you shall be deemed an independent contractor and nothing in this Agreement is intended or shall be construed to create the relationship of employer and employee between you and the Company. You shall not, either expressly or implicitly, present yourself to others as an employee of the Company. You are free to exercise your own judgment as to the persons to whom you will offer and sell insurance products, the time and place of any such offer or sale and the manner in which you will perform the obligations of this Agreement.

a. Hours - You are free to determine when and where you will work to sell the Company's insurance products. The Company shall have no right to dictate to you the days, hours or location(s) at which you will work in an effort to sell the insurance products that are the subject of this Agreement;
b. No Facilities Provided by Company - The Company will not provide you with an office or other facility from which to sell the insurance products that are the subject of this Agreement;
c. Expenses - The Company will not be responsible for any of your expenses; and
d. Payment of Taxes - You shall be solely responsible for the payment of all income and other taxes related to the sale of the insurance products that are the subject of this Agreement; the Company will not withhold or pay any taxes on your behalf.

Section 3. Appointment: Subject to the completion of an appropriate background check, as may be required by either Company at any time (including annually or at any other time(s) after appointment), in its sole discretion, the Company appoints you to act as its representative in all jurisdictions where you are properly licensed, to offer and sell insurance products issued by the Company, in accordance with the terms of this Agreement. You do not have the exclusive right to offer or sell the Company's products in any location. The Company reserves the right to dually license any person(s) and to terminate your appointment as set forth herein. In the event that you are dually licensed with more than one agency, you are responsible for submitting all business through the agency that we determine is entitled to compensation therefor and you agree to indemnify the Company against any claim(s) that such business was processed incorrectly. You also agree to reimburse the Company for all costs and expenses incurred in defending any such claim(s), including but not limited to reasonable attorney's fees and court costs.

Section 4: Communication via SalesLink: You acknowledge that the Company will communicate with You by posting and updating commission, contract and licensing schedules, Company policies and procedures and other information on SalesLink and that such information will ordinarily not be mailed or provided to you by any other

means. You acknowledge that you are responsible for reviewing the SalesLink site on a regular basis to stay current with all information posted thereon.

Section 5. Producer Obligations to Comply with Law and Policy: You are obligated to comply with all laws, rules and regulations applicable to your offer or sale of insurance products pursuant to this Agreement, including but not limited to those that govern licensing, continuing education and sales practices. You also agree to comply with all current and future rules, regulations and directives of any nature issued by the Company with respect to market conduct or otherwise.

You specifically acknowledge receipt of and agree to comply with the policies, procedures and other terms set forth in the Company's Market Conduct Guide (the "Guide") and the Company's Code of Ethical Conduct for Producers and Employees (the "Code") as either or both may be amended from time to time. You acknowledge that the Code requires, among other things, your adherence to the following principles:

- To conduct business according to high standards of respect and fairness and to treat the Company's customers as you would expect to be treated;
- To provide competent and customer-focused sales and service;
- To compete fairly;
- To provide advertising and sales material that is clear, accurate, complete and fair;
- To address customer complaints and disputes fairly and promptly; and
- To follow a system of supervision and monitoring reasonably designed to demonstrate your commitment to and compliance with these principles.

You may access the Guide and the Code via SalesLink at any time. You acknowledge that the Company has the right to unilaterally amend, supplement or otherwise change the terms of the Guide or the Code at any time and that you will be bound by any amendments or changes upon the Company's publication of the same.

You are also responsible for making an affirmative determination that each purchase, sale, exchange, surrender or other transaction you recommend in connection with any Company insurance product is suitable for the purchaser(s). As used herein; the term "suitable" shall mean that you have reasonable grounds for believing that any recommendation regarding a Company insurance product is appropriate for such customer upon the basis of the facts, if any, disclosed by such customer as to his age, financial status, tax status, investment objectives and such other information you consider to be reasonable in making such recommendation(s).

With regard to any annuity product, at a minimum you shall satisfy the duties and obligations of producers as set forth in the National Association of Insurance Commissioners (NAIC) Suitability in Annuity Transactions model regulation adopted in March 2010, or any successor thereto, unless inconsistent with or superseded by applicable state laws or Company policies. You further agree to cooperate fully with the system of supervision established by the Company to comply with such laws, including but not limited to requirements pertaining to product specific training or continuing education, collection of suitability information from consumers, review of recommendations prior to issuance to determine whether there is reasonable basis to believe a recommendation is suitable, and systems for monitoring and detecting non-suitable recommendations.

Section 6. Required Notification: You agree to notify the Company promptly in the event that any of the following occur: (i) you are the subject of or otherwise become aware of any formal or informal inquiry or investigation related to the solicitation or sale of the Company's insurance product(s); (ii) you are contacted by any insurance or securities regulator, for any reason; (iii) you are or become the subject of any complaint related to the solicitation or sale of any insurance product(s), securities or any financial product or service, in any jurisdiction; (iv) you are or become the subject of any proceeding by any insurance or securities regulator in any jurisdiction; (v) you are accused of or charged with any improper conduct related to the solicitation or sale of any insurance product(s), securities or any financial product or service; (vi) your license to offer or sell insurance products or securities is suspended or revoked in any jurisdiction; (vii) you are convicted of any crime; (viii) you are alleged to have committed fraud; or (ix) you are found to have engaged in any fraud. You also agree to notify the Company promptly upon receipt of service of process regarding any regulatory, judicial or other proceeding regarding you, the Company or its products.

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Section 7. Producer's Relationship with Agency: You cannot offer or sell any of the Company's insurance products unless you are affiliated with an agency that has been appointed to sell the Company's insurance products or the Company has authorized you, in writing and in advance, to offer or sell the Company's insurance products without an agency affiliation. In either case, you must be appointed to sell the Company's insurance products. You acknowledge that any Agency with which you are affiliated has the right to supervise your activities relating to the offer or sale of the Company's Insurance products and you agree to provide each such agency with all documents and information it may request from you in this regard. You hereby authorize each and every agency with which you are affiliated and through which you sell or offer any of the Company's insurance products for sale to share with the Company any documents and information received from you in connection with any such offer or sale or otherwise.

Section 8. Sale of the Company's Insurance Products: The Company authorizes you to solicit the sale of insurance products that the Company may lawfully underwrite and which are made available through an agency with which you are affiliated; subject, however, to the restrictions placed upon you by the laws and regulations of the jurisdictions where you are licensed, the Company's underwriting rules, other rules as are applicable to any agency with which you are affiliated and the terms and conditions of this Agreement. You also agree to each of the following:

A. Application Completion: You shall complete an application for each insurance product issued by the Company, on the Company's application form. All of the responses to the questions on each and every application shall completely and accurately reflect the applicant's responses to these questions as conveyed to you by the applicant. All knowledge and information you have relating to the applicant's responses shall be appended to the application, with or without the applicant's consent and transmitted to the Company with the application. In addition, you shall insure that the application is reviewed by the applicant before it is signed by the applicant and you shall attest to its accuracy and completeness. You shall send the application to the Company immediately after it has been executed. You may only accept applications in a state or other jurisdiction in which you and any agency with which you are affiliated are properly licensed.

B. Premium Remittance: You shall immediately forward to the Company or its designee any premium, entire or partial, received with an application or otherwise delivered to you. You may only accept cash or cash equivalents, such as a money order or cashier's check, in accordance with applicable Company policy, which ordinarily prohibits acceptance of cash or cash equivalents in any amount in connection with the sale of annuity contracts and prohibits acceptance of cash or cash equivalents in excess of $500 in connection with the sale of insurance policies. Moreover, you may not, under any circumstances, accept more than ten thousand (US) dollars in cash or cash equivalents in connection with any transaction in any insurance product issued by the Company, without the Company's prior written approval.

If the first premium is paid to you on delivery of a policy, you shall at once remit it to the Company or its designee. You have no right or authority to receive or collect moneys for or on behalf of the Company at any time for any purpose except the initial premium on insurance procured by you and necessary to put such insurance product in force. However, the Company may, at its discretion, permit you to collect deferred first year and renewal premiums as and when they mature. Premiums remitted through negotiable instruments such as checks shall be made payable to the Company. All moneys, negotiable instruments, or securities you receive for or on behalf of the Company shall be held by you as trustee for the Company and shall not be used by you for any personal or other purposes whatsoever but shall be immediately paid over to the Company.

C. Insurable Condition: You shall notify the Company promptly should you become aware of the death of an applicant, or if you become aware of any inaccuracies in an applicant's responses to any question(s) or request(s) for information contained on an application or elsewhere, including any changes to the applicant's responses on an application before an insurance product is delivered. For any insurance product(s) delivered to you by the Company, you shall arrange for such insurance product(s) to be delivered to the owner(s) and the first premium paid in accordance with the delivery instructions issued by the Company. You shall not permit the delivery of any insurance product(s) unless, to the best of your knowledge, the insured is alive, in good health, in the same or better condition than at the time of application, in insurable condition, and the first premium has been fully paid. You shall return to the Company upon request or on the day following the expiration of 60 days any contract which was not so delivered.

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The Company has the right to reject any application, cancel or rescind the sale of any insurance product or authorize the surrender of any insurance product, and in each such case, return any money submitted to the applicant or purchaser, at the Company's sole discretion. You may be obligated to return to the Company any payment made to you in connection with any such application or insurance product, as set forth in Section 9, below.

Section 9. Compensation: The Company will pay you (or an agency on your behalf), and you agree to accept, as full compensation for the sale of Company insurance products (provided the applications for the same have been accepted by the Company and paid for while your authority under Sections 3 and 8 of this Agreement remains in force), the commission or other compensation set forth in then current and applicable Compensation Schedule(s), subject to the terms of this Agreement. If the Company cancels or rescinds the sale of any insurance product or authorizes the surrender of any insurance product, for any reason, such insurance product shall be treated as though not accepted by the Company.

No commission will be paid on life insurance premiums paid in advance until one month after the due date(s) of the respective premiums so paid in advance, and then only if the policy is then in force. Unless modified at the option of the Company, renewal commissions shall be payable subject to the provisions and limitations of this Agreement and the then current and applicable Compensation Schedule(s). The Company may change its Compensation Schedule(s) at any time and you agree to accept the amounts payable pursuant thereto. You may access the current Compensation Schedule(s) via SalesLink.

You agree to return to the Company, within ten days of demand therefore, all payments made directly or indirectly to you in connection with the offer or sale of any insurance product that was (i) not accepted by the purchaser; (ii) returned by the purchaser before the expiration of a "free look" period; (iii) lapsed prior to the end of the first year; (iv) cancelled by the purchaser within three years of the time of issuance (subject to the chargeback provision of the then current Compensation Schedule); (v) not accepted by the Company for any reason; (vi) cancelled or rescinded by the Company or which the Company authorized surrender of, for any reason; (vii) subject to advance payment to you, but only if your affiliation with the Company is terminated, by you or the Company, for any reason, before the expiration of the period for which advance payment has been made; or (viii) mistakenly paid to you, due to the Company's error or otherwise. In the case of (vii) above, you agree to return the pro rated amount covering the advance payment for the period during which you were not affiliated with the Company.

You acknowledge that the Company may, at its sole discretion, reject any application, cancel or rescind the sale of any insurance product(s), or authorize the surrender of any insurance product(s) and that the Company may refund premiums or other consideration paid in connection with your sale of any insurance product(s) for any reason, whether during or after the term of this Agreement. In the event of any such rejection, cancellation, rescission, or surrender, you shall forfeit all right to compensation on said insurance product(s) and shall return to the Company, within ten days of demand therefor, any compensation paid to you which is attributable to the premiums or other consideration refunded and you further agree to reimburse the Company for all costs and expenses incurred in collecting said compensation, including but not limited to reasonable attorney's fees and court costs.

Section 10. First Year and Renewal Commissions: In the event of termination of this Agreement without cause and subject to the provisions of Sections 9, 11 and 12, the Company will continue to pay first year and renewal commissions on premiums received and accepted by the Company in accordance with the applicable Compensation Schedule in effect at the time of receipt or termination; provided, however, that payment of service fees will cease on the date of termination of this Agreement. If this Agreement is terminated for cause, you forfeit all first year and renewal commissions that would otherwise be due hereunder.

In the event of your death, commissions will be paid to your spouse or to your estate, pursuant to your instructions (or absent such instructions, at the Company's sole discretion) and in accordance with the Compensation Schedule then in effect and as may thereafter be modified from time to time.

Section 11. Commission Restrictions: No commission or other compensation, including but not limited to renewal commissions and commissions or compensation for sales previously made, will be due to you under this Agreement, if the Company terminates this Agreement for cause, as set forth in Section 26.

Section 12. Indebtedness: Your right to receive any commission or other compensation provided for in this Agreement shall at all times be subordinate to the right of the Company, in its sole discretion, to offset or apply such commissions or compensation against any indebtedness you have (or are anticipated to have) to the

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Company or any affiliate, whether arising from this Agreement or otherwise. As used herein, the term "indebtedness" means any sum the Company believes in good faith to be owed by you (or anticipated to be owed by you) to the Company or any affiliate, whether or not you agree and notwithstanding the absence of a judicial or other independent determination of the validity of such indebtedness or anticipated indebtedness; the term "affiliate" means Fidelity & Guaranty Life Holding, Inc. (including its successors and assigns) and its direct and indirect subsidiaries. In the event any commission or other compensation provided for in this Agreement and due to you from the Company is insufficient to fully satisfy your indebtedness and/or anticipated indebtedness to the Company or any affiliate, you agree to pay such indebtedness within ten days of demand therefor and further agree to reimburse the Company for all costs and expenses incurred in collecting said debt, including but not limited to reasonable attorney's fees and court costs.

Section 13. Limitations of Authority: You are not authorized to: (i) incur on behalf of the Company any expense, indebtedness or liability; (ii) make, alter or discharge contracts; (iii) waive forfeitures; (iv) quote rates except as published by the Company; (v) extend the time of payment of any premium; (vi) extend credit for the purpose of purchasing or keeping any insurance product in force; (vii) approve any application for insurance; (viii)

represent to any person(s) that any insurance is in effect before the Company so acknowledges; (ix) acknowledge or represent the existence of any insurance with the Company; (x) make any representation or state any opinion regarding the validity or payment of any claim; or (xi) engage in any act on behalf of the Company that is not specifically authorized by this Agreement.

Section 14. Company Property: The Company will furnish you such policies, forms, advertising materials, software and other supplies as it may deem necessary. Title to these materials as well as all undelivered policies, books, supplies or other property as furnished to you by the Company shall be vested in the Company and shall be accounted for and returned by you to the Company's authorized representative upon the termination of this Agreement or at any other time, upon demand. You may not make any modifications to software furnished by the Company. You may not transfer, rent, sell, or in any way make available such software to anyone not employed by you or the Company.

Section 15. Confidentiality: You understand and acknowledge that during the term of this Agreement or thereafter you may have access to certain confidential and proprietary information relating to the Company, its business and its customers and you agree to keep all such information confidential. You agree that any and all "Nonpublic Personal Information" obtained by you on behalf of or from the Company in the performance of your duties and obligations under this Agreement or otherwise shall be used by you only as necessary to fulfill your obligations under this Agreement and shall not be disclosed to any other person unless specifically authorized in writing by the Company or the subject of the "Nonpublic Personal Information," or as otherwise permitted by law.

"Nonpublic Personal Information" has the meaning set forth in Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) and any federal and state law(s) and regulation(s) that implement that Act and includes but is not limited to the name, address, and financial or health information of an applicant, insured, policyholder, or prospect. You agree to establish physical, electronic and administrative procedures to protect the security and confidentiality of "Nonpublic Personal Information" in compliance with the Act and any and all federal and state laws and regulations that implement the Act.

Section 16. Advertising: You may not purchase or otherwise contract for any advertising or promotional materials that directly or indirectly identify the Company, its insurance products, its practices, or its compensation rates, in any publication, on the Internet or otherwise, unless you first obtain written approval from the Company. You may not make any reference to the Company (including its affiliates or employees) or its insurance products on any website, nor may you make available on any website a link to Company forms, marketing material(s) or any Company website, or to any other website that refers or relates to the Company, unless you first obtain written approval from the Company.

Section 17. Solicitation Rights: You agree that the Company will have at all times, both during and after the termination of this Agreement, the right to communicate in any fashion with all persons insured pursuant to any insurance product issued or sold in connection with this Agreement. Such communication may be for any purpose, including but not limited to: advertising the Company's products, responding to regulatory or other inquiries, conservation of business, servicing of insurance products and adjusting claims.

Section 18. Record Retention and Right of Inspection: You agree to retain accurate and complete books, records, accounts, correspondence, data, hardware, software, documents and information (the "Material") in accordance with applicable laws and regulations, all for a minimum of seven years from the date of creation, or for a minimum of ten years if such Material refers or relates to the suitability of any insurance product, notwithstanding

any shorter retention period set forth in any applicable law or regulation. The Company shall at all times have the right to inspect all such books, records, accounts, correspondence, data, hardware, software and all other documents and information in your possession, custody or control, whether located at your office, home or elsewhere, insofar as the same may relate to the Company, its insurance products or its customers. You also agree that the Company or any of its agents may take custody of the same to make such extracts or copies as it may desire.

Section 19. Claims and Litigation/Indemnification: You agree to indemnify, hold harmless and defend (with counsel of the Company's reasonable choice) the Company against any claim, judgment, loss, settlement, cost, damage or other expense (including but not limited to attorneys fees) the Company may suffer or incur as the result of your error or omission; your fraudulent, negligent, or unauthorized act; or your breach of this Agreement. The Company shall have exclusive authority to direct the defense and effect any settlement in any action for which the foregoing indemnity may apply. You also agree to reimburse the Company for any judgment, loss, settlement, cost, damage or other expense (including but not limited to attorneys fees) incurred by the Company in answering, defending or otherwise addressing any: arbitration claim; attachment; complaint; court proceeding; dispute;

garnishment; regulatory or other inquiry or investigation; or other proceeding involving you. You shall, upon demand, pay the Company as a debt due under this Agreement any sums due in accordance with this section. You agree that under no circumstances shall the Company be liable to you (or anyone claiming through you) for any lost profits or indirect, incidental, punitive or consequential damages in connection with this Agreement.

Section 20. Duty to Cooperate; You agree to cooperate at all times with the Company and/or any of its agents or lawyers in any internal or external inquiry or investigation that relates to you, the business of the Company or its customers, including but not limited to inquiries that arise in the context of any administrative, regulatory or judicial proceeding.

Section 21. Right to Retire: The Company may, at its sole discretion and without incurring any liability to you, retire from any jurisdiction and may discontinue or withdraw any insurance product from any jurisdiction where you are licensed, without prejudice to the right of the Company to continue said insurance products in any other jurisdiction.

Section 22. Entire Agreement: This Agreement constitutes the entire agreement between you and the Company with respect to the subject matter hereof and abrogates, terminates, and supersedes any prior written or oral agreement or representations relating thereto. No statements made orally, either before or after the date of execution of this Agreement, shall have any impact on this Agreement or modify it in any way.

Section 23. Amendment of Agreement: You may not change or amend any term of this Agreement without the Company's written approval. The Company may amend or change any term of this Agreement, at any time, upon written notice to you, via e-mail or otherwise or by publication on SalesLink. The Company may also amend or change any Company guideline or policy, whether or not such guideline or policy is referenced in this Agreement. Any such amendment or change shall be effective upon written notice to you via e-mail or otherwise or by publication on SalesLink.

Section 24. No Waiver: Any failure by the Company to enforce its rights hereunder or take advantage of any breach of the terms, conditions, or covenants in this Agreement shall not constitute a waiver or estoppel of the Company's right to thereafter enforce any of said terms, conditions or covenants. This Agreement cannot be modified by any acquiescence in practices or course of dealing by the Company that may be contrary to the terms of this Agreement.

Section 25. Assignment: You shall not assign, transfer, or pledge this Agreement or any commission payable hereunder without the advance written consent of the Company. The Company may grant or refuse consent to assign this Agreement at its sole discretion; the Company's consent to assignment of any commission due hereunder shall not be unreasonably withheld. However, no assignment of any commission hereunder shall be binding upon the Company unless it is in writing and filed at the Company's US headquarters. The Company assumes no responsibility as to the validity or effect of any such assignment.

The Company may assign this Agreement without restriction. The Company may also add as a party to this Agreement any other affiliated insurance company by providing you with written notice. In such event, references to the "Company" shall also include such newly added insurer.

Section 26. Termination: This Agreement may be terminated by either party upon 30 days written notice to the other, sent by U.S. mail or by courier with proof of delivery, to the last known address of the other. In addition, the

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Company may immediately terminate this Agreement for cause. As used herein, “cause” shall mean that the Company has made a good faith determination, which determination may be in the absence of any judicial or other independent finding of fact, that you: (i) breached this Agreement or any portion thereof (including but not limited to your failure to cooperate with the Company pursuant to section 20 hereof); (ii) committed fraud or any illegal act in the performance of your duties under this Agreement; (iii) violated any insurance or securities law or regulation,

Company policy or procedure, or provision of the Guide or the Code; (iv) withheld or misappropriated funds belonging to the Company, any policyholder or any applicant; (v) directly or indirectly induced or attempted to induce any policy owner or customer of the Company to stop premium payments or surrender any policy; (v) misrepresented the terms of the Company’s products or its financial condition; or (vi) misrepresented any material information in your application for appointment as a General Producer or in any other documents supporting that application or otherwise; (vii) defamed, libeled, slandered or disparaged the Company, its insurance products or any Company officer or employee; (viii) engaged in unprofessional, harassing or threatening conduct toward any customer or Company employee; or (ix) used profane or abusive language toward any customer or Company employee.

Cause shall also mean: (a) the loss, suspension, revocation, or voluntary surrender of your license or registration with any state, federal or other entity that regulates, controls or in any way authorizes the sale of insurance products, securities or financial services; (b) your insolvency or bankruptcy, or the institution of such or similar proceedings by or against you; (c) your criminal indictment; (d) your conviction or plea of guilty or nolo contendere to any felony or misdemeanor charge involving trustworthiness or dishonesty, including but not limited to embezzlement, fraud or theft; (e) your conviction or plea of guilty or nolo contendere to any felony charge; (f) any action on your part that could reasonably be construed to be defamatory, libelous, or materially prejudicial to the Company; or (h) your failure to fully pay any outstanding debt owed to the Company within sixty days of the date such debt is incurred or ten days of the Company’s demand therefor, whichever first occurs.

In the event this Agreement is terminated for cause you forfeit the right to all first year and renewal commissions and authorize the company to withhold its payment of any other commission or compensation to you pending the completion of the Company’s review of the appropriate facts and circumstances and subject to your obligation to repay any debt hereunder.

Upon termination of this Agreement, you shall immediately pay to the Company all sums due to the Company and deliver to the Company all brochures, publications and other materials connected with the sale of Company insurance products.

Section 27. Governing Law: This Agreement is governed by the laws of the State of Maryland (without regard to any choice of law provisions).

Section 28. Place of Contract: The parties agree that this contract is made and entered into in the State of Maryland.

Section 29. Dispute Resolution; Jurisdiction: The parties hereto mutually agree that all suits and special proceedings brought with respect to this Agreement, any other agreement or document received or delivered in connection with this Agreement or with respect to any aspect of our relationship shall be brought only in the courts of the State of Maryland located in the City of Baltimore and of the United States District Court for the District of Maryland - Northern Division (collectively, the “Courts”), and not in any other court(s). The parties mutually agree that they shall be subject to, and hereby consent to, the jurisdiction of the Courts in any action to enforce, interpret or construe any provision of this Agreement or of any other agreement or document received or delivered in connection with this Agreement. The parties mutually agree that they waive any defense of improper venue or forum non conveniens to any such action brought in either of said Courts, and also waive a trial by jury of any controversy or issue arising under or with respect to this Agreement, any other agreement or document received or delivered in connection with this Agreement or with respect to any aspect of our relationship that shall now or hereafter exist.

Section 30. Miscellaneous:

a. **Survival:** Notwithstanding any provision of this Agreement to the contrary, the termination of this Agreement, whether with or without cause, shall be construed as a termination of: (a) your appointment and authority under Section 3 of this Agreement; (b) your authority under Sections 2 and 8 of this Agreement; and (c) the Company’s obligations under Sections 4, 9 and 10 of this Agreement. All other provisions of this Agreement shall survive any termination of this Agreement.

b. **Headings:** The paragraph headings contained in this Agreement are inserted for purposes of convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

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c. **Interpretation and Definitions:** Unless otherwise provided in this agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

1. **Number and Gender**: In this Agreement the neuter gender includes the feminine and masculine and the singular number includes the plural, and the word "person" includes any corporation, partnership, firm, or association wherever the context so requires.
2. **Mandatory and Permissive**: "Shall" and "will" and "agrees" are mandatory; "may" is permissive.
3. **Term Includes Extensions**: All references to the term of this Agreement or the Agreement term shall include any extensions of such term.

I agree to and accept the terms of this Producer Agreement as evidenced by my signature:

_____ _____

Producer's Signature* Date*

_____

Print Producer's Name

* Producer may execute this Producer's Agreement electronically by accessing the Company's producer intranet site and providing acceptable authentication information that will permit the Company to rely upon Producer's electronic 'signature.'

By affixing an electronic signature to this Agreement, Producer acknowledges that the Agreement does also apply to any identification numbers that has been assigned by the Company to the Producer.