



Producer Appointment Checklist

Individual Producers

For completion:

- ☐ Important Information – Complete if submitting new business
- ☐ Producer Appointment Application
- ☐ Debit-Check Agent/Agency Authorization Form
- ☐ Producer Agreement (Fixed Products) – Complete Section 1 on Page 14
- ☐ Producer Agreement for Commission Annualization (Optional)

Business Entity

For completion:

- ☐ Important Information – Complete if submitting new business
- ☐ Producer Appointment Application – Complete Business Entity, Business Entity Information, and Direct Deposit sections
- ☐ Debit-Check Agent/Agency Authorization Form
- ☐ Producer Agreement (Fixed Products) – Complete Sections 2a and 2b on Page 14
- ☐ Producer Agreement for Commission Annualization (Optional)
- If a principal of the entity will personally solicit business, please refer to the License ONLY Agents section below and complete the documents listed.

License ONLY Agents

For completion:

- ☐ Important Information – Complete if submitting new business
- ☐ Producer Appointment Application
- ☐ Producer's Conditional Agreement

Documents to be read and retained by agent for future reference:

- Anti-Money Laundering Training for New Agents
- Fair Credit Reporting Act Disclosure
- A Summary of Your Rights Under the Fair Credit Reporting Act
- 1994 Crime Act Notice
- Code of Professional Conduct

To Be Completed by Recruiter:

Agent or Entity name: _____

Marketing office: _____

Contracting Contact: _____

Agent Reports To: _____ Agent Number: _____

Commission Rank: _____

Select how commissions are to be paid:

As earned: _____

Annualization/Placed Advance: Check one option ☐ 25% ☐ 50% ☐ 75% (please include Producer Agreement for Commission Annualization form)

☐ Policy Pending # _____

☐ No New Business at this Time

PLEASE SUBMIT CHECKLIST AND ALL OTHER PAPERWORK VIA FAX: 844-749-1077 OR EMAIL: TLP-CRCONTRACTADMIN@TRANSAMERICA.COM

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Important Information

New Business Applications

To help expedite new business applications submitted simultaneously with agent appointment paperwork, please include the following information and return with your appointment paperwork:

Agent Name _____

Client Name _____

Date new business application was signed _____

State in which the application was signed _____

State in which the client resides _____

Type of business written _____

Pre-Appointment States

The following states require an appointment at the time of solicitation:

- Kansas
- Louisiana
- Montana
- Pennsylvania
- Texas

If business will be written in any of the above states, please ensure an appointment is already in place.

This list is subject to change without notice if state regulations change.

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PRODUCER APPOINTMENT APPLICATION



I am requesting an appointment and agreement with the below company(ies) (each individually referred to as "the Company").

- ☐ Transamerica Casualty Insurance Company ☐ Transamerica Financial Life Insurance Company
☐ Transamerica Life Insurance Company

PERSONAL DATA

FIRST:	MIDDLE:	LAST:	SUFFIX:
SOCIAL SECURITY NUMBER:		DATE OF BIRTH:	GENDER:
PRIMARY TELEPHONE:	SECONDARY TELEPHONE:	FAX #:	
FINRA REGISTERED?	IF YES, BROKER-DEALER NAME:		
E-MAIL ADDRESS:			

HOME ADDRESS (Mandatory for background investigative report requirements.)

STREET:		APT#:	
CITY:	STATE:	ZIP:	COUNTRY:

BUSINESS ENTITY NAME IF APPLICABLE:

BUSINESS ADDRESS (if different than Home Address):

STREET:		STE#:	P.O. BOX:
CITY:	STATE:	ZIP:	COUNTRY:

APPOINTMENT INFORMATION

NON-RESIDENT APPOINTMENTS DESIRED:
FLORIDA COUNTIES DESIRED:

BACKGROUND INFORMATION		Yes	No
<p>A. Have you been convicted of, or pled guilty or nolo contendere ("no contest") to a felony or misdemeanor involving: insurance, investments or a related business, fraud, false statements or omissions, wrongful taking of property, or bribery, forgery, counterfeiting or extortion, or breach of trust?</p> <p>If "yes", provide explanation below and attach supporting court documentation.</p>			
<p>B. Have you ever been convicted of, or pled guilty or nolo contendere ("no contest") to any other felony or misdemeanor?</p> <p>If "yes", provide explanation below (including date, county, and state in which the felony or misdemeanor occurred) and attach supporting court documentation.</p>			
<p>C. Has any State Insurance Department or other State or Federal Regulatory Agency ever denied, suspended or revoked your license or registration?</p> <p>If "yes", provide explanation below and attach supporting documentation.</p>			
<p>D. Have you personally or a firm that you exercised management control over, or owned 10% or more of the securities of, failed in business, made a compromise with creditors, filed a bankruptcy petition or been declared bankrupt?</p> <p>If "yes", provide explanation below and attach supporting documentation, for example, a copy of original filing, discharge, and Schedule F.</p>			
<p>E. Do you have any outstanding or unsatisfied collections, judgments and/or liens, including tax liens, totaling \$50,000 or more?</p> <p>If "yes", provide explanation below and attach supporting documentation, for example, a copy of IRS repayment schedule, etc.</p>			
<p>F. Has any State Insurance Department, any other State or Federal Regulatory Agency, or the SEC, FINRA or any other Self Regulatory Organization ever entered an order against you relative to a violation of insurance or investment-related regulations or statutes?</p> <p>If "yes", provide explanation below and attach supporting documentation.</p>			
<p>G. Do you currently have an outstanding debit balance with any other insurance carrier(s), insurance agency, or broker-dealer?</p> <p>If "yes", provide explanation below.</p>			

BUSINESS ENTITY INFORMATION

If applicant is a corporation, partnership, or LLC and fixed product commissions or compensation are to be disbursed to the entity, please complete the following:

LEGAL NAME OF ENTITY:

TIN FOR ENTITY:

ERRORS AND OMISSIONS

Are you covered by an Errors and Omissions policy? If so, attach E & O certification.

DIRECT DEPOSIT

NAME OF BANK:

DEPOSITORY NAME:

ROUTING NUMBER:

ACCOUNT NUMBER:

BANK PHONE NUMBER:

ACCOUNT TYPE:

RECRUITER INFORMATION (If known)

FIRST NAME:

LAST NAME:

EMAIL ADDRESS:

ADDITIONAL INFORMATION

CERTIFICATION

- I certify that the information contained in this application is true and complete to the best of my knowledge and belief.
- I have received the "Fair Credit Reporting Act Disclosure and Authorization of Consumer Report/Investigative Consumer Report" and "A Summary of Your Rights Under the Fair Credit Reporting Act".
- If I have been notified by the IRS that I have previously given an incorrect taxpayer identification number, my signature below constitutes my certification under penalties of perjury to the following: (1) the taxpayer identification number on this form is my correct taxpayer identification number; and (2) I am not subject to backup withholding; and (3) I am a U.S. person (including a U.S. resident alien). I acknowledge that the IRS does not require my consent to any provision of this form other than the certification required to avoid backup withholding.
- I acknowledge receipt of the 1994 Crime Act Notice, and I certify that I am not in violation of the provisions of the 1994 Crime Act described in that notice.
- I have received and will comply with the Company's Code of Professional Conduct for producers and employees.
- I agree to update any changes to the responses provided in this application to Questions (A) through (G) under the Background Information section within 5 days of such change.

ACKNOWLEDGEMENT

If I am appointed with more than one Company, I acknowledge and agree that the Producer Agreement or other agreement evidencing such appointment is to be construed as constituting separate and distinct agreements between me and each Company with which I am appointed. The rights, obligations, and responsibilities between me and one Company are separate and distinct from the rights, obligations, and responsibilities between me and any other Company with whom I may be appointed. No Company will have responsibility or liability for the acts or omissions of any other Company with whom I may be appointed.

AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorize any employer, insurance company, managing agent, educational institution, financial institution, consumer reporting agency, criminal justice agency, insurance department or individual having any information relating to my activities to release such information to the Company, or any affiliated company, or any consumer reporting agency acting for and on behalf of the Company or for and on behalf of any other affiliated company. This information may include, but is not limited to, employment and job performance history, academic records, credit records, disciplinary, arrest and conviction records, and personal history, including information as to character, general reputation and mode of living.

Signature – (Full Name)

(Printed Name)

(Date)

I acknowledge that I have read the Anti-Money Laundering Training for Agents materials provided and I agree to report any suspicious activity to my manager or directly to the Company.

Signature-(Full Name)

(Printed Name)



Debit-Check Agent/Agency Authorization Form

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC a ("Debit-Check"). This Debit-Check Agent/Agency Authorization Form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. The undersigned company and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

AGENT/AGENCY'S STATEMENT – READ CAREFULLY

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

BY SIGNING BELOW, I HEREBY (PLEASE INITIAL ALL STATEMENTS):

(A) _____ Authorize the Company to use My Information for purposes of conducting a commission related debit balance screening, and periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company, utilizing Debit-Check.

(B) _____ Authorize the Company to consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer.

(C) _____ Authorize and direct Vector One to receive and process My Information as necessary to intentionally disclose and furnish the results of my commission related debt verification screening, whether directly or indirectly, to the Company.

(D) _____ Authorize the Company to submit My Information to the Debit-Check service in the event of termination or expiration of my engagement with the Company, whether voluntary or involuntary, to the extent a commission related debit balance is owed to the Company.

(E) _____ Authorize and direct Vector One to receive and process My Information and intentionally disclose to any Debit-Check subscriber who submits an inquiry utilizing My Information the results of my commission related debit balance screening, which will contain My Information, to the extent a debit balance is owed.

Agent/Agency Printed Name: _____

Signature: _____ Date: _____

FOR COMPANY USE ONLY

AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: Transamerica

Signature: Joseph Boan

Name and Title: Joseph Boan President and CEO of TCI

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PRODUCER AGREEMENT (Fixed Products)

This document sets forth the terms of one or more separate Producer Agreements (each, an "Agreement"), between the Producer named below (referred to as "you") and one or more of the following:

Transamerica Financial Life Insurance Company Transamerica Life Insurance Company

(each individually referred to as "we", "us" or "the Company"). If you are appointed with more than one Company, you acknowledge and agree that this Agreement sets forth a separate and distinct agreement between you and each Company with which you are appointed. The rights, obligations, and responsibilities between you and one Company are separate and distinct from the rights, obligations, and responsibilities between you and any other Company with which you may be appointed. No Company will have responsibility or liability for the acts or omissions of any other Company with which you may be appointed under this Agreement.

1. APPOINTMENT

We appoint you to sell our Company's fixed products ("Product" or "Products"), as identified in the Commission Rate Schedule ("Schedule") applicable to the type of product involved, pursuant to the terms of this Agreement. You will comply with all applicable laws and regulations of the states and jurisdictions in which you sell Products, without limitation, obtaining and maintaining any necessary licenses for the solicitation of insurance and you agree to diligently devote yourself to the business of this appointment under this Agreement.

1.1 TERRITORY; NON-EXCLUSIVITY

Unless otherwise specified by us, you are authorized to solicit applications for our Products in any jurisdiction in which we are licensed to transact insurance and in which you are licensed and authorized to represent us in accordance with applicable state laws and regulations. We reserve the right to limit your territory and/or the Company that you are authorized to represent and/or the Products that you are authorized to sell and service at any time.

You are not obligated to represent us exclusively, and this Agreement does not give you exclusive rights in any area.

You understand and agree that unless you are licensed in the State of New York and TFLIC is a party to this Agreement, you will not solicit or accept applications within the State of New York. In states other than New York, you agree that you will not solicit or accept any application for a policy to insure a person who is a resident of the State of New York or which is to be owned by a resident of the State of New York or an entity located in the State of New York unless all solicitation and sales activities take place outside the State of New York and comply with our rules and procedures regarding New York residents.

1.2 INDEPENDENT CONTRACTOR

You are an independent contractor. Nothing contained in this Agreement is to be construed to create the relation of employer and employee, partnership, or joint venture between the Company and you. You may exercise your own judgment as to the time and manner in which you may perform the services required to be performed by you under this Agreement. We may, from time to time, prescribe rules and regulations concerning the conduct of the business covered by this Agreement which do not interfere with such freedom of action.

You are responsible for the selection, hiring, management, payroll, employment taxes, benefits, and all other

employment-related obligations of any employees you choose to employ.

You are not an employee of the Company and therefore are not eligible for any benefit plans sponsored by the Company for its employees. You are responsible for determining and providing, at your expense, for all of your own income tax obligations, workers' compensation insurance, unemployment insurance, benefits, business licenses, office space, office supplies, and equipment and any other costs of doing business.

You will not represent to the public, via social media or other means, that you are an employee of the Company.

2. SOLICITATION OF APPLICATIONS

We will inform you from time to time which Products you are authorized to sell. Solicitation of applications for insurance authorized under this Agreement will be performed by you or by Assigned Producers or Solicitors in accordance with the terms of their agreements with us.

An Assigned Producer is a person who has been designated by us to solicit applications for insurance under your direction. A Solicitor is a person who has been designated by us to solicit applications for insurance under your direction who is compensated solely by you.

2.1 PRODUCERS

You may recommend that we enter into sales agreements with other producers for sale of our Products, but we are not obligated to do so. We will not enter into such an agreement unless you and we agree regarding whether the recommended person will be designated as an Assigned Producer or Solicitor. You have no authority to modify or amend any such agreement.

At our option, we may refuse to contract with or appoint any proposed producer and may terminate any agreement with or appointment of a producer. Except as otherwise agreed, payment of all commissions, expense allowances and other compensation (collectively referred to herein as "commissions") earned by Assigned Producers will be made directly by the Company.

From time to time, we may prescribe rules regarding the transfer of Assigned Producers or Solicitors.

2.2 LICENSING

Neither you nor any Assigned Producer or Solicitor may engage in any activities under this Agreement unless and until you or they are properly licensed and appointed to perform such services in the particular state or jurisdiction involved in accordance with all applicable laws, rules and regulations, including, but not limited to, any certification or continuing education requirements.

You agree to undertake and pay for all actions necessary to acquire and maintain any necessary licenses for yourself, including but not limited to renewal fees. We will take the necessary actions, including the payment of the initial applicable fees, to appoint you to represent us in the state or jurisdiction in which you reside. We will appoint you to represent us in additional states at your expense. You specifically agree to reimburse the Company of any expenses incurred as a result of your relationship with the Company.

2.3 NON-REPLACEMENT COVENANTS

While this Agreement is in effect and for a period of two (2) years after termination of this Agreement, you agree that you will not encourage, aid or abet any other insurer or broker-dealer, or their customers, clients, employees, agents or registered representatives, to engage in a pattern or practice of replacing or attempting to replace any of the Company's products with fixed or variable products of other life insurance companies.

3. RESPONSIBILITIES OF THE PRODUCER

Given the regulatory obligations of the Company and in support of purchasers' trust in our products, the Company may, from time to time, notify you of laws, governmental regulations and the Company's rules and regulations which may be applicable to your activities or the activities of producers who act through you. You agree to promptly communicate this information to your employees and producers, as appropriate. You are responsible for your employees' and producers' compliance with all laws and regulations, regardless of whether we provided notice. To the extent they do not conflict with the terms of this Agreement, you will conform to the rules and regulations of the Company now or hereafter in force. You are responsible for your employees' and producers' compliance with all Company rules and regulations. You agree to review policy applications submitted through you, and you agree to notify the Company if you become aware of actions by employees or producers (including you) which violate laws, governmental regulations or the Company's rules and regulations. You are responsible for the actions and performance of your employees and producers in connection with this Agreement. You agree to notify the Company if you learn of the conviction of you or any of your employees or producers of any felony or other serious crimes. The Company agrees that it will not hold you liable for any matter of which you were not aware and of which you could not reasonably have been expected to have been aware in the normal course of your business activities. This provision shall not be construed to alter the independent contractor relationship of the parties as provided in this Agreement.

3.1 LIMITATION OF AUTHORITY

You will not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, or Products in any respect. You will not use any advertising or sales material relating directly or indirectly to the Company or the Products unless it is provided by the Company or approved by the Company in writing prior to use. You have no authority to obligate us in any manner whatsoever nor to receive monies due to us, except as otherwise provided in this Agreement or as may be authorized in writing by us. You will not refer to the existence of this Agreement or make any news release, public announcement, denial or confirmation of all or any part of the subject matter of this Agreement without Company's prior express written approval.

3.2 COMPANY RECORDS

All documents, records, software and other data and information, in whatever form they may be, which pertain to the Company's policyholders or any other business of the Company, are and will remain the property of the Company. Any such property in your possession shall be at any time and all times open to inspection by the Company or its authorized representative(s), and upon termination of this Agreement you will promptly turn all such property over to the Company or its authorized representatives. You acknowledge that all documents, records, software and other data, information and supplies ("Confidential Information") referred to in this Section 3.2 are confidential and proprietary to the Company, and you agree to preserve the confidentiality and privacy of the Company in all of the same; and you further agree that you will not, without the Company's prior written consent, release or disclose any of the same or their contents to any person, or otherwise use any of the same or their contents in any manner, except in furtherance of the business of this Agreement or as required by legal process.

Confidential Information shall not include any information disclosed that you can demonstrate (i) previously was in its possession, as shown by its pre-existing records, without violation of any obligation of confidentiality; (ii) was received from a third party without violation of any obligation of confidentiality; (iii) was publicly known and made generally available prior to such disclosure; (iv) becomes publicly known or made generally available to the public at a later date through no fault of you, and only then after such later date; (v) was independently developed without use of or reliance upon any Confidential Information by you, your employees, or consultants, or was explicitly approved for release by Company.

If you are required to disclose Confidential Information by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons, or other legal process, you

shall provide Company with prompt written notice of such required disclosure so that Company may seek a protective order or take other appropriate action, cooperate reasonably with Company in connection with Company's efforts to seek such relief, and thereafter to disclose only the minimum information required to be disclosed in order to comply. Both parties retains the right, in their discretion, to disclose the terms and conditions of this Agreement, including without limitation amounts paid hereto, to any governmental agency or regulatory body as necessary and appropriate.

The obligations of confidentiality under this Section 3.2 shall continue for a period of five (5) years following expiration or early termination of this Agreement

Nothing contained in this Section 3.2 is intended to restrict your right to retain possession of your records and other materials relating solely to your Assigned Producers and Solicitors.

3.3 COLLECTION AND REMITTANCE OF COMPANY MONEY

Where authorized by us, you may accept premiums in accordance with our rules and regulations in force at the time of payment. We have the right at any time to revoke such authority in whole or in part and to limit it in any way. ALL MONIES OR SECURITIES RECEIVED BY YOU AS FULL OR PARTIAL PAYMENT OF PREMIUMS OR FOR ANY OTHER ITEM WITHOUT EXCEPTION, SHALL BE HELD BY YOU IN TRUST SEPARATE FROM YOUR OWN OR OTHER FUNDS AND WILL BE IMMEDIATELY DELIVERED AND PAID TO THE COMPANY. Such remittances must be applied to the relevant item. You are not authorized to deposit any such monies or checks in your own account or any trust account, nor to accept any check made payable to you for any premium or other item.

You will promptly remit to the Company any and all monies received on behalf of the Company as payments on Products, and you have no right or authority to receive or collect monies for and on behalf of the Company at any time or for any purpose except the initial premium necessary to put the Product in force.

3.4 OWNERSHIP

As between Company and you, all trademarks, service marks, trade names, logos, domain names or other words, symbols or indicia of origin, identifying the Company or the Products or services (collectively, the "Marks") are and will remain the exclusive property of the Company or its licensors. You will not acquire any rights in the Marks, except the limited use rights specified in Section 3.5 below. You will not register, directly or indirectly, any trademark, service mark, trade name, company name, Internet domain name, or other proprietary or commercial right, that is identical or confusingly similar to a Mark, or constitutes a translation of a Mark. All goodwill arising from the use of the Marks inures to the exclusive benefit of the Company or its licensors.

3.5 ADVERTISING AND USE OF MARKS

You agree that you will not place into use, or distribute to any person, any advertising, sales material or other document (including, without limitation, illustrations, telephone scripts and training materials) (collectively, "Advertising Materials") referring directly or indirectly to the Company or to any Product, or cause, authorize or permit any producer or other person to do so, without our prior written consent. You agree that you will not use the name of the Company or its Marks on any business card, letterhead or marquee or in any directory listing, or in any other manner, or cause, authorize or permit any producer or other person to do so, without our prior written consent. You agree that you will not use any of the Marks without our prior written consent. If Company provides you with approval to use of the Marks or Advertising Materials, Company reserves the right to revoke such approval at any time.

If you are permitted to use the name of the Company or the Marks associated with the Products that you are authorized to sell, it will do so exclusively to advertise and promote the Company and its Products and services. All Advertising Materials will (i) clearly identify the Company or its licensors as the owner of the Marks, (ii) conform to the Company's then-current trademark and logo guidelines, (iii) conform to the

Company's advertising compliance guidelines and (iv) otherwise comply with any notice or marking requirement under applicable law. Before publishing or disseminating any materials bearing a Mark, you will deliver an exact copy of the materials to the Company for prior approval. If the Company notifies you that the use of the Mark is inappropriate, you will not publish or otherwise disseminate the materials until they have been modified and approved by the Company.

3.6 INDEMNIFICATION

- (i) **Indemnification for Producer Acts and Omissions.** You agree unconditionally to indemnify and hold us harmless the Company and each of the Company's directors, officers, affiliates, stockholders, employees and representatives from any liability, loss, claim, regulatory proceeding, regulatory investigation, damage, cost or expense (including legal and other expenses and attorneys' fees reasonably incurred), in each case to the extent arising from, related to or based upon the breach of any provision of this Agreement by you or your employees, officers, agents or other persons who act on your behalf or the omission, acts, negligence, bad faith, fraud or misconduct of you or any of your employees, officers, agents or other persons who act on your behalf or any proscribed use (as set forth under this Agreement) of the Marks by you or your employees, officers, agents or other persons who act on your behalf.
- (ii) **Indemnification for Producer Personnel.** You shall defend, indemnify, and hold harmless Company, its Affiliates and all of their directors, officers, personnel, and their successors and assigns from any and all claims arising out of or relating to withholding taxes, unemployment or workers compensation, misclassification of your employees or independent contractors, violations of equal employment laws and regulations, violations of the Fair Labor Standards Act, employee benefits or compensation, employment claims, or any other claim, demand, liability, or loss of any nature relating to your responsibilities under this Agreement.
- (iii) **Conditions Precedent to Producer Indemnification.** For any indemnification for claims regarding your acts and omissions, or personnel, Company shall promptly notify you in writing of any claim, demand, suit or proceeding, together with any and all documentation related to the claim, demand, suit or proceeding. You will have full authority to control the defense of the suit at your own expense; however, no admission of liability on behalf of Company will be made without prior written consent from Company. You may not settle any claim unless the claimant gives a full unconditional release of all liability. Company may participate at its own expense. The failure of Company to seek an indemnity under this Section or to provide you with prompt notice does not relieve you of your obligations under this Section 3.6, except to the extent the failure to promptly notify you causes you irreparable harm. No settlement that prevents you from fulfilling your obligations under this Agreement, may be made without Company's prior written consent.
- (iv) **Company Enforcement of Intellectual Property.** You shall promptly give notice to Company of any act of infringement, passing-off or unauthorized use of any of the Marks, or any trademarks or service marks confusingly similar thereto, which comes to your attention. Company may take any action in its own name and at its expense to prevent or enjoin any such act, but shall have no obligation to take any action. You shall cooperate fully in any such action but shall have no right to take any independent action. Company may settle any dispute relating to the use of the Marks without notice or compensation to you, and shall retain the proceeds of any settlement or proceeding.
- (v) **Company Defense of Third Party Intellectual Property Claims.** If any third party claim, action or proceeding is commenced by any person against you arising from your use of any of the Marks, you shall promptly provide written notice thereof to Company. Company shall, in its discretion, be entitled to defend or take steps to settle any such claim, action or proceeding, but shall have no obligation to do so. You will provide all reasonable assistance, execute any document necessary, and provide any evidence and available information to Company. If Company chooses not to defend such claim, action or proceeding, you may do so at your expense but shall keep Company fully apprised of all major steps in the litigation. However, you may not settle any such claim, action or proceeding without the prior written consent of Company.

3.7 ERRORS AND OMISSIONS

Failure to maintain, at your own expense, errors and omissions insurance covering your activities under this agreement will be deemed a material breach of this agreement. The amount of coverage shall not be less than that specified by us from time to time. You shall provide us with satisfactory written evidence of such errors and omissions insurance upon our request.

3.8 ANTI-MONEY LAUNDERING

You must comply with all applicable anti-money laundering laws, rules, regulations and government guidance, including any reporting, recordkeeping and compliance requirements. These include requirements to identify and report currency transactions and suspicious activity, to verify customer identity and to conduct customer due diligence. In addition to applicable laws, the Company has implemented an anti-money laundering program which includes requirements for reporting suspicious activity and providing anti-money laundering training to the Company's employees, insurance agents, and insurance brokers. You agree to comply with the Company's anti-money laundering policies and reporting and training requirements.

3.9 ELECTRONIC IMAGING AND TRANSMISSION OF DOCUMENTS AND INFORMATION

You agree to comply with the Company's requirements for electronic imaging and transmission of documents.

3.10 SUITABILITY

You agree to comply with all applicable laws, regulations and Company policies pertaining to requirements that Products and transactions be suitable for the purchaser and/or policyholder.

3.11 DATA PROTECTION, PRIVACY AND SECURITY

- (i) You agree that by signing this Agreement that you are certifying compliance with the Company's Privacy Compliance Policies, which are attached hereto as Exhibit A, and incorporated by reference herein.
- (ii) You represent that by signing this Agreement that you are agreeing to and certifying compliance with the Data Protection Framework attached hereto as Exhibit B and incorporated by reference herein.

3.12 COMPANY RULES, REGULATIONS AND CODE OF PROFESSIONAL CONDUCT

To the extent they do not conflict with the terms of this Agreement, you will conform to the rules, regulations and Code of Professional Conduct of the Company now or hereafter in force. We may change the Company's rules, regulations and Code of Professional Conduct from time to time, and you agree to comply with any such changes. Such rules and regulations and Code of Professional Conduct will constitute a part of this Agreement. You shall effectively communicate the Company's rules, regulations and Code of Professional Conduct to your sub-agents, solicitors and employees and be responsible for their compliance with the Company's rules, regulations and Code of Professional Conduct. This provision shall not be construed to alter the independent contractor relationship of the parties as provided in this Agreement.

3.13 NEW YORK REGULATION 187

For Producers that have appointments with Transamerica Financial Life Insurance Company, the following terms shall apply.

- (i) **Compliance.** You will comply with, and ensure that your Assigned Producers and Solicitors comply with, the requirements of New York Regulation 187 ("NY Reg 187") applicable to producers,

including, without limitation, compliance with all applicable best interest, suitability, training, disclosure, information collection, documentation and determination requirements, when making recommendations (as such term is defined in NY Reg. 187, herein "recommendations") involving Products delivered or issued for delivery in the State of New York ("NY Product"). We will consider the submission of an application or transaction request with respect to a NY Product by you to us to constitute a representation that you complied with all requirements of NY Reg. 187 as in effect at the time of such submission applicable to you and any Assigned Producers or Solicitors. You agree that each life insurance application submitted to us for NY Products shall be accompanied by a Producer Representation, a form of which is attached as Exhibit C, duly executed by the selling agent shown on the application.

- (ii) **Supervision System.** We hereby delegate to you the obligation to establish and maintain a system of supervision for recommendations by you of sales transactions (as such term is defined in NY Reg. 187, herein "sales transactions") involving NY Products. This system must include, but not be limited to, standards and procedures for: (i) the collection of a consumer's suitability information with respect to sales transactions involving NY Products; (ii) the documentation and disclosure of the basis for any recommendation with respect to sales transactions involving NY Products; and (iii) the auditing and/or contemporaneous review of recommendations of sales transactions involving NY Products to monitor you and your Assigned Producers' or Solicitors' compliance with the obligation to act in the best interest of consumers. You will maintain appropriate records evidencing this supervision system. We expect your cooperation in connection with our reasonable requests to audit the supervision functions carried out by you.
- (iii) **Training.** To the extent that you desire to use training other than the training we provide or approve to satisfy the training requirements of NY Reg. 187, you must provide information about such other training to us for consideration, and will not implement such training without our prior written approval, which we will not unreasonably withhold.

4. COMPANY RIGHT OF ACTION

We are not obligated to accept any business produced by you or by any individual or entity associated with you, including an Assigned Producer or Solicitor. We may reject applications for insurance without specifying the reason or cancel any policy for any reason and return the premium. We may contact any applicant, owner, or insured directly or indirectly for any purpose, including the purpose of marketing other products of ours or of our affiliates, to allow our affiliates to do the same, and to provide information about any applicant, owner or insured to our affiliates for such purpose. In addition to all other rights reserved to us in this Agreement, we reserve the right, in our sole discretion and without notice to you, to do any of the following:

- (i) modify, amend, or change any policy form and/or premium rate;
- (ii) fix or change maximum and minimum limits on the amount for which any policy form may be issued;
- (iii) modify or alter the conditions or terms under which any policy form may be sold or regulate its sale in any way;
- (iv) discontinue or withdraw any policy form from any or all geographic area(s) or market segment(s), without prejudice to continuation of such form in any other area or market segment;
- (v) cease doing business in any area;
- (vi) reduce or otherwise adjust commissions on conversions, exchanges, replacements or other similar requests;
- (vii) modify any Schedule or Exhibit under this Agreement from time to time by publishing, either in writing or electronically, a revised Schedule or Exhibit, which shall govern new applications for Products executed on or after the date specified in the revised Schedule or Exhibit;
- (viii) determine the method, frequency and minimum threshold amount for commissions payments and statements; and/or
- (ix) revise our rules which by this reference are made part of this Agreement.

5. COMPENSATION

General – The applicable “Schedule” means the Commission Rate Schedule or any other documentation setting forth the rates for the types of Products involved published by us from time to time for the type of Product involved. Commission Rate Schedules are subject to change without notice. Copies may be obtained at any time.

For each Product sold by you, we will pay you commissions as set forth in the applicable Schedule less any amount paid to Assigned Producers for which you are directly or indirectly responsible. You may also be eligible for compensation under other programs established by us from time to time. Payment of commissions will be subject to the terms and conditions of this Agreement and to our rules and regulations. Such rules and regulations may be changed by us at any time without notice and without your consent.

The commissions and any other compensation payable by us to you will be payment in full for all services performed by you. Except as we may otherwise agree, you are not entitled to reimbursement for any expenses incurred by you.

5.1 PAYMENT OF COMMISSIONS AND OTHER COMPENSATION

- (i) **Repayment of Commissions.** If any commission or other compensation to which you are not entitled under the terms of this Agreement is paid to or retained by you, you will pay the same to the Company upon demand. If we refund premium or return policy values or waive surrender charges on any policies for any reason, then no commissions will be payable with respect to said premiums and any commissions previously paid must be returned to us. In case of any provision requiring a refund of commissions or other compensation, we may, at our election and to the extent allowed by law, debit your account for the amount of the refund without demand or notice, or may demand the refund, or both, but debiting your account in such manner will not relieve you of your obligation to make the refund.
- (ii) **Policyholder Service.** If you are unwilling or unable to provide an acceptable level of service to any policyholder, you will not be entitled to continued commissions with respect Products of such policyholder.
- (iii) **Changes in Compensation.** We reserve the right to modify the Schedules under this Agreement by publishing from time to time revised Schedules; such revised Schedules will govern new business applications executed on or after the date specified in the revised Schedules.
- (iv) **When Due.** Commissions will be paid in accordance with our normal commission processing schedule. Commissions will be payable only on premiums paid and applied to and accepted by us on policies which were produced by you. No premium will be considered paid and applied to the Company until it has been actually collected and transmitted to us and recorded on our records. Commissions and other compensation will accrue only as such premiums otherwise would become due. Premiums may include fees or charges that are not commissionable.
- (v) **Commissions Paid in Advance.** If we pay you a commission or other compensation on a premium which is or becomes due but which has not yet actually been paid to the Company, and if such premium is not paid and applied to the Company, you will refund any commission or other compensation which you have received on such premium.
- (vi) **Split Commissions.** If an application for a Product is procured by you and other agents of the Company, the commission will be divided among you and the other agents as indicated in the new business application unless the Company receives written instructions to the contrary signed by you and each other agent.
- (vii) **Conditions.** Commissions and any other compensation under this Agreement will be payable to you only if and so long as you are in existence and are continuously and properly licensed and appointed in accordance with applicable state laws and regulations to transact insurance business for us and we may legally pay such commissions and other compensation.
- (viii) **Accounting Year.** We reserve the right at any time and from time to time, without notice to you, to change the period comprising our accounting year or subdivisions thereof.

- (ix) **Securities Products.** We will not pay commissions directly to you for selling our securities products that are listed in an agreement that is in effect between the Company, its principal underwriter, and a broker-dealer of which you are a registered representative, except that we may elect to do so if we are an affiliate of your broker-dealer. In the event that your broker-dealer requires fixed product commissions to be paid directly to the broker-dealer or its affiliated insurance agency, commissions due under this Agreement will be paid to the broker-dealer or its affiliated agency. In either case, payment by us to your broker-dealer will fully discharge us of our obligations with respect thereto.
- (x) **Your Account.** We will provide you with periodic statements of your account. If the net amount due to you at any time is less than the amount specified by us from time to time, commissions will not be paid until this amount is reached.
- (xi) **Replacement.** The Company may choose whether to pay the same commissions on the conversion of term life insurance to another product as it would pay on a new product sale. The Company may choose whether to pay commissions on a reinstated product to the producer responsible for the reinstatement or the producer who originally sold the product, and may pay overriding commissions accordingly. The Company will determine the commissions, if any, that the Company may pay to you with respect to a product that the Company issues on an insured within twelve (12) months after a halt in the payment of premiums on a product previously issued by the Company or one of its affiliates on the same insured, or within twelve (12) months after the previously issued product of the Company or its affiliate lapses or is surrendered in whole or in part.

5.2 **VESTING**

Unless otherwise provided in a Schedule, all commissions shall cease ten years following the date of issue of the Product. We may stop paying commissions earlier upon our determination that you:

- (i) failed to comply with our rules and regulations or the laws of any applicable state or jurisdiction or regulations of the Department of Insurance thereof; or
- (ii) failed to conform to the terms and conditions of this Agreement or any other existing or future agreement with us; or
- (iii) have been convicted of a felony or any state or jurisdiction revokes, suspends or fails to renew your license to sell insurance; or
- (iv) committed any illegal, dishonest or fraudulent acts in connection with any business of ours; or
- (v) engaged in a pattern or practice of inducing or attempting to induce any policyholders to discontinue the payment of premiums on or to release or surrender policies and products in the Company whether or not covered by this Agreement; or
- (vi) have so conducted yourself as to injure our standing or good name in the community or elsewhere.

6. **LIEN AND OFFSETS**

You grant us a first lien on all commissions and any other compensation payable by us to you under this Agreement or under any other existing or future agreement with us, as security for the payment of any existing or future debit balance or other indebtedness of yours to us. We may at any time and from time to time, with or without notice or judicial action, exercise our lien by offsetting such indebtedness against any commissions and other compensation otherwise due to you under this Agreement or under any agreement between you and us or one of our affiliates. These liens shall not be extinguished by the termination of this Agreement or any other agreement.

All debit balances and other indebtedness of yours to us will be debited to your commission account, but debiting your commission account will not relieve you of your obligation to repay the indebtedness. You may not offset against any such indebtedness any compensation accrued or to accrue under this Agreement or under any other agreement with us.

You will be liable to us for payment of any debit balance of an Assigned Producer, whether or not incurred by reason of a wrongful act of the Assigned Producer, including indebtedness incurred in connection with the

conduct of business under this Agreement. All debit balances or other indebtedness owed to the Company by an Assigned Producer will first be debited to the Assigned Producer's commission account.

In the event we recover from you any debit balance or other indebtedness of an Assigned Producer, we will, upon request, assign to you our rights against the Assigned Producer with respect to such debit balance or other indebtedness to enable you to pursue recovery from the Assigned Producer.

While an Assigned Producer has a debit balance for which you are responsible, we will not pay any commissions or other compensation on business produced by the Assigned Producer while operating under your supervision which may accrue to the Assigned Producer's commission account without your consent. At any time in our sole discretion, we may debit your commission account with the debit balance of the commission account of any Assigned Producer, and such action may be taken whether or not we have endeavored to secure payment of the debit balance from the Assigned Producer. If we elect to debit your commission account with the debit balance of an Assigned Producer's commission account, then any credit thereafter accruing to such Assigned Producer's commission account will in like manner be reflected as a credit to your commission account.

We will be under no obligation to pay any commissions or other compensation to you, your heirs, executors, administrators or assigns, under this Agreement or under any other existing or future agreement with us now or hereafter existing as long as your commission account has a debit balance. Any debit balance of your commission account shall be payable to us upon demand and shall bear interest, payable monthly, at the rate declared by us from time to time. Any future change in interest rate may, at our option, be applied to the then remaining balance of any debit balance theretofore created as well as to debit balances thereafter created.

7. DISPUTES AND LITIGATION

All parties agree to cooperate fully with each other in the resolution of all matters arising out of the business of this Agreement.

7.1 COMPLAINTS, CLAIMS AND OTHER MATTERS

You agree to notify us promptly of any complaint, claim or dispute involving an applicant, Product, policyholder or producer. You shall notify us immediately upon your receipt of any subpoena, summons or other notice of suit or any regulatory authority inquiry with respect to any of the transactions contemplated by this Agreement (including your disqualification to sell insurance) and shall include with such notice a copy of any documents you receive.

You will not litigate any dispute with an applicant or policyholder, on any matter relating to the business of this Agreement, without our prior written consent.

We may settle any claim against us or you arising out of the business of this Agreement.

7.2 EXPRESS WAIVERS

WAIVER OF DAMAGES. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY CLAIM TO RECOVER PUNITIVE, EXTRA-CONTRACTUAL, EXEMPLARY AND NON-COMPENSATORY DAMAGES AGAINST THE OTHER PARTY.

WAIVER OF RIGHT TO JURY TRIAL: EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY A JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF OR RELATING TO (I) THIS AGREEMENT, OR (II) (TO THE EXTENT NOT SPECIFICALLY SUBJECT TO A SEPARATE WRITTEN AGREEMENT BETWEEN THE PARTIES) THE RELATIONSHIP BETWEEN THE PARTIES TO THIS AGREEMENT.

7.3 LIMITATIONS

The parties agree that, to the greatest extent allowed by law, any claim, suit or other proceeding (whether sounding in contract, tort or otherwise) arising out of or relating to (i) this Agreement or (ii) the relationship between the parties, must be brought within the earlier of expiration of the applicable statute of limitations or four (4) years after the date on which the action constituting the basis for any such claim occurred.

8. TERMINATION AND SUSPENSION

- (i) Unless earlier terminated in accordance with subsection (ii) of this Section, the term of this Agreement shall commence on the Effective Date and is effective until terminated as provided herein ("Term").
- (ii) This Agreement may be terminated if any of the following events occur: (1) for convenience by either party or (2) either party materially breaches this Agreement, and the non-breaching party provides the breaching party with thirty (30) days advance written notice of termination and such breach is not remedied within such thirty (30) day period. For purposes hereof, a party is deemed to be in default if it: (a) materially breaches any of its duties, obligations, or responsibilities under this Agreement; (b) becomes insolvent, is or becomes a party to any voluntary or involuntary bankruptcy or receivership proceeding or any similar action affecting the financial condition or property of the party and the proceeding has not been dismissed within thirty (30) business days of commencement; (c) ceases conducting any business necessary to carry out the provisions of this Agreement; (d) makes a general assignment for the benefit of creditors; (e) violates any of the provisions of this Agreement relating to use of the Marks or Confidential Information. The foregoing enumeration of events constituting material default is not exclusive. In no event will Company be liable for punitive, indirect, special, incidental or consequential damages for any termination for convenience pursuant to this Section 8.
- (iii) Upon termination or expiration of this Agreement, you shall promptly deliver any and all Advertising Materials featuring Company's Products and services and/or the Marks. In addition, the parties shall perform all undertakings as described in this Agreement with respect to each party's Confidential Information. The expiration or termination of this Agreement, for any reason, will not release either party from any liabilities or obligations hereunder which: (1) the parties have expressly agreed will survive expiration or termination; (2) remain to be performed or by their nature would be intended to be applicable following expiration or termination, such as warranties and indemnification rights; or (3) pertain to ownership or licenses of the Marks.
- (iv) Upon notice to you, we may suspend your authority to act under this Agreement.
- (v) From time to time, we may establish minimum production requirements applicable to this Agreement and your failure to meet such minimum production requirements may result in Company's termination of this Agreement.

9. NOTICES AND COMMUNICATIONS

All notices and other binding communications under this Agreement, including amendments, must be in writing and shall be deemed to be validly given if sent by mail, fax, or by email to the other party at the most recent email address, fax number or address provided by the other party. In addition, notice shall be considered validly given if published by us on any website we use to communicate with you. Either party may change its address for notices and communications by notifying the other party in accordance with this section.

10. MISCELLANEOUS PROVISIONS

Certain provisions of this Agreement are emphasized for the convenience of the reader. Nevertheless, all provisions apply equally. The headings and titles of paragraphs contained in this Agreement are for convenience only and have no effect upon the construction or interpretation of any part of this Agreement.

10.1 ENTIRE AGREEMENT

This Agreement (including all Exhibits and Schedules hereto) contains the entire agreement between the parties as to matters set forth herein and supersedes any prior or contemporaneous understandings or agreements with respect to such matters.

10.2 AMENDMENTS

We reserve the right to amend this Agreement from time to time by providing at least thirty (30) days' prior written or electronic notice to you of the terms and provisions of any such amendment, and you shall be deemed to have agreed to such amendment unless we have received your written objection within fifteen (15) days after the date our written or electronic notice was sent. We will not be bound by any amendment, promise, agreement, understanding or representation regarding the Agreement unless the same is made by an instrument in writing, or an electronic copy of a writing specifically sent by us to you electronically, and signed by one of our officers, which expresses by its terms an intention to modify the Agreement.

We reserve the right to modify any Schedule or Exhibit under the Agreement from time to time by publishing, either in writing or electronically, a revised Schedule or Exhibit, which shall govern new applications for Products executed on or after the date specified in the revised Schedule or Exhibit.

10.3 NO IMPLIED WAIVERS

No failure to exercise or delay in exercising any right or provision of this Agreement, or to insist upon strict performance of its terms, shall constitute a waiver. No waiver of any right or provision under this Agreement shall be construed as a further or continuing waiver of such right, or as a waiver of any other right. Acceptance by the Company of performance by you while you are in breach of this Agreement shall not constitute a waiver of any right or remedy the Company may have regarding such breach or any other breach of this Agreement. Any waiver must be in writing and signed by the party granting it. Any waiver by the Company must be signed by the Company's president or vice president.

10.4 AGREEMENT NON-ASSIGNABLE

You may not assign this Agreement or any of your rights, obligations, authorities and benefits provided hereunder without our prior written consent.

10.5 SEVERABILITY

The provisions of this Agreement are severable. It is the intention of the parties that the provisions of this Agreement shall be enforced to the extent permitted under applicable law. If any provision of this Agreement, or the application of this Agreement to any person or circumstance, is deemed invalid or unenforceable to any extent, the remainder of this Agreement and the application of its provisions to any other person or circumstance shall not be affected. In the event any provision is deemed invalid or unenforceable under the laws of a particular jurisdiction, such provision will be disregarded in that jurisdiction only.

10.6 INDEPENDENT AGREEMENT

The compensation provided by this Agreement is separate from any compensation or consideration provided under any other agreement you may have with us or with one of our affiliates. Except as set forth in our applicable rules and regulations, your activities under this Agreement will not be taken into account for purposes of any compensation or benefits under any such agreement.

10.7 APPLICABLE LAW

This Agreement shall be construed in accordance with the substantive and procedural laws of the State of Iowa, without giving effect to principles of conflict of laws. If conflict or choice of law rules would result in the application of the law of another jurisdiction, each Party voluntarily waives such rules and agrees that the substantive law of Iowa shall nonetheless govern.

10.8 SURVIVAL

The following provisions will survive the termination of this Agreement: Sections 2.3, 3 (including all subparts), 5, 5.2, 6, 7 (including all subparts), 8, 10.4, 10.5, 10.6, and 10.7.

10.9 EXECUTION

This agreement will be deemed executed and effective as of the date you are appointed to represent the Company with at least one state insurance department. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

11. CORPORATIONS; PARTNERSHIPS

The additional provisions set forth below will apply if you are a corporation, partnership, or any entity other than an individual.

11.1 OFFICIAL ACTIONS

You may designate one or more individuals to deal with us on your behalf. Such designation must be made by your board of directors if you are a corporation, by your managers if you are a limited liability company, or by any general partner if you are a partnership. In the absence of a designation, we may (but are not obligated to) deal with your president or any vice president (if you are a corporation or limited liability company) or any general partner (if you are a partnership).

11.2 CHANGES

You agree to inform us of any changes in your legal structure, and of any changes in your officers or partners. You also agree to inform us of any transfer of your stock or partnership interests.

11.3 STATUS

We may, from time to time, require you to provide us with evidence of your continued existence and good standing.

By signing below, you certify that: you have not been convicted of a felony involving theft, dishonesty or breach of trust, are not in violation of the Violent Crime Control and Law Enforcement Act of 1994 (the "1994 Crime Act") if the Company enters into this Agreement with you, and that you will immediately advise the Company of any situation that would cause you to be in violation of the 1994 Crime Act. You have read and understand the Company's Code of Professional Conduct and agree to abide by its terms. You agree to foster high standards of ethical behavior and to adhere to the Company's policies and procedures concerning the sale of our insurance products. You acknowledge that you have read and understand this Agreement, and agree to be bound by its terms.

COMPLETE SECTION 1 OR 2 OF THE FOLLOWING:

1. INDIVIDUAL PRODUCER

Printed Name

Signature

Date

Note: If completing section 2, the Guaranty portion must be completed in order to process the agreement.

2a. NON-INDIVIDUAL PRODUCER
(Corporation, Agency, etc.)

Name of Entity

Printed Name of Authorized Officer

Signature of Authorized Officer

Title

Date

2b. GUARANTY

The undersigned hereby unconditionally guarantees the full and timely payment of any and all indebtedness of the Non-Individual Producer to the Company(ies).

Printed Name of Individual

Signature of Individual

Date

EXHIBIT A

GLBA AND HIPAA BUSINESS ASSOCIATE PROVISIONS

1. Compliance with GLBA Generally. With respect to your use and disclosure of Nonpublic Personal Financial Information (as defined below), you shall comply with the requirements of the Gramm-Leach-Bliley Act (15 U.S.C. sec. 6801 et seq.) and state insurance regulations implementing Title V and their respective rules and regulations ("GLBA"). Compliance with GLBA includes, but is not limited to, the DP Framework provisions set forth in Exhibit B and the following:

1.1. You may use or disclose Nonpublic Personal Financial Information only to perform your services under this Agreement, as specifically provided in Section 4.3 below, and as required by law. "Nonpublic Personal Financial Information" means personally identifiable financial information and includes any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any nonpublic personal information; provided, however, that the above definition shall be superseded and replaced to the extent that the definition of Nonpublic Personal Financial Information under GLBA Section 509, subsection (4), as the same may be amended or superseded from time to time, differs from this definition.

1.2. You shall maintain appropriate, but no less than those set forth in Exhibit B, administrative, physical and technical safeguards to prevent prohibited uses or disclosures of Nonpublic Personal Financial Information.

1.3. You shall require that your sub-agents, directors, officers, and employees who have access to Nonpublic Personal Financial Information agree in writing to the same restrictions and conditions that apply to you.

2. ACE and Business Associate Designations under HIPAA.

2.1. You acknowledge that the Companies, with respect to the health care components of each Company, (such health care components of a Company shall be referred to as the "Covered Entity" and collectively the "Covered Entities"), have elected to adopt Affiliated Covered Entity ("ACE") status, as defined and permitted under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act, and its implementing regulations set forth at 45 C.F.R. Parts 160 and 164, which include the Privacy, Security, Breach Notification and Enforcement Rules (collectively "HIPAA"), such designation has been appropriately adopted and documented, and any Company is authorized to enter into a Business Associates Agreement on behalf of some or all other members of such ACE. To the extent the HIPAA covered health care component of any such member of the ACE merges with another affiliate or undergoes a corporate name change, this Agreement shall apply to any such merged and/or renamed component/company.

2.2. You further acknowledge that in your provision of services to the Covered Entities you are a "Business Associate" as defined in 45 C.F.R. §160.103 and as a Business Associate you are directly subject to HIPAA, including, but not limited to, its provisions relating to security (45 C.F.R. §§164.308, 164.310, 164.312 and 164.316) and privacy of Protected Health Information as well as its enforcement and penalty provisions.

3. Compliance with HIPAA. With respect to your use and disclosure of Protected Health Information (as defined below), you shall comply with the requirements of HIPAA. Compliance with HIPAA includes, but is not limited to, the DP Framework provisions set forth in Exhibit B and the following:

3.1. You shall use or disclose only the minimum necessary amount of Protected Health Information to perform your services and as specifically permitted under this Agreement, for the proper management and administration of your business (other than for cross-marketing and/or cross-selling of other policies or products, which are prohibited except to the extent specifically provided in Section 4.3 below), to carry out your legal responsibilities, and otherwise as required by law. "Protected Health Information" or "PHI" has the same meaning as the term "protected health information" in 45 C.F.R. §164.103 and shall include as appropriate Electronic Protected Health information as defined in 45 C.F.R. §164.103, limited to information that you create or that you receive from us or on our behalf, and includes information that relates to the past, present, or future physical or mental health or condition of a policyholder, to the provision of health care to a policyholder, or to the past, present, or future payment for the provision of health care to a policyholder, and that identifies the policyholder or for which there is a reasonable basis to believe that the information can be

used to identify the policyholder, in each case regardless of whether the policyholder is living or deceased. By way of illustration only, the following information shall constitute Protected Health Information with respect to a policyholder: (A) name, (B) street address, city, county, precinct, and zip code, (C) dates directly related to the policyholder, including birth date, admission date, discharge date, and date of death, (D) telephone numbers, fax numbers, and electronic mail addresses, (E) social security number, (F) medical record numbers, (G) health plan beneficiary numbers, (H) account numbers, (I) certificate/license numbers, (J) vehicle identifiers and serial numbers, including license plate numbers, and (K) any other unique identifying numbers, characteristics, or codes.

3.2. You may not use or disclose Protected Health Information in any manner that would constitute a violation of HIPAA if we used or disclosed the information in the same manner.

3.3. You may not aggregate or de-identify Protected Health Information without obtaining Covered Entity's prior express written permission.

3.4. You shall comply with our request to accommodate a policyholder's access to his or her Protected Health Information as provided by 45 C.F.R. §164.524.

3.5. You shall comply with our request to amend Protected Health Information in accordance with a policyholder's request as provided by 45 C.F.R. § 164.526.

3.6. You shall keep an accounting of disclosures of or access to Protected Health Information that must be provided under 45 C.F.R. § 164.528 to an individual to whom the Protected Health Information relates. You shall comply with any request that we make to provide us with information pertaining to such disclosures or access in such format as we reasonably may request. Such provided information shall include the content as required under HIPAA.

3.7. You shall make your internal practices, books, and records relating to uses and disclosures of Protected Health Information available to us (or to our designee) and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), or to the Secretary's designee, for the purpose of confirming your compliance and/or our compliance with HIPAA.

3.8. Upon termination of this Agreement, if feasible, you shall return or destroy all Protected Health Information without retaining any copies and shall provide us with your written and signed certification to that effect. If such return or destruction is not feasible, you shall notify us and shall limit all further uses and disclosures to those purposes that make such return or destruction of the Protected Health Information not feasible.

3.9. You shall maintain appropriate, but no less than those set forth in Exhibit B, administrative, physical and technical safeguards to prevent prohibited uses or disclosures, and to protect the confidentiality, integrity and availability, of any Protected Health Information that you create, receive, maintain or transmit. Such safeguards shall include development, implementation, and maintenance of a comprehensive written information security program compliant with applicable laws and designed to: (A) protect the integrity and confidentiality of Protected Health Information, (B) protect against anticipated threats or hazards to the security, confidentiality and/or integrity of Protected Health Information, (C) protect against any unauthorized disclosure or use of Protected Health Information, (D) address computer and network security, (E) address physical security, and (F) provide for the secure disposal and destruction of Protected Health Information.

3.10. You shall ensure that any subcontractors (as defined in 45 C.F.R. § 160.103) that create, receive, maintain, or transmit Protected Health Information on your behalf agree to the same restrictions and conditions that apply to you with respect to such information. You agree to enter into appropriate written agreements outlining these obligations and to obtain satisfactory assurances (as that term is contemplated in HIPAA) of such compliance by all subcontractors. To the extent you make disclosures under 45 C.F.R. § 164.504(e)(4), you will obtain reasonable assurances that PHI will be held in confidence and will not be used or disclosed outside of the intended purpose.

3.11. To the extent that we may require you to carry out Covered Entities' obligations in accordance with the Agreement, under 45 C.F.R. § 164 Subpart E, you will comply with the requirements of that Subpart which apply to covered entities in the performance of such obligations.

3.12. You shall require that your directors, officers, and employees who have access to Protected Health Information agree to the same restrictions and conditions that apply to you with respect to such information.

3.13. You will not act in any way to interfere with or hinder the Covered Entities' ability to comply with HIPAA.

3.14. You shall notify the Covered Entities without unreasonable delay and in any event within three (3) business days of discovering a "security incident," as the term "security incident" is defined in 45 C.F.R. § 164.304 (note however that this term shall not include trivial incidents that occur on a daily basis, such as

scans, pings, or unsuccessful attempts to penetrate computer networks or servers maintained by you) or "breach," as the term "breach" is defined in 45 C.F.R. § 164.402, and as the terms "breach" and "discover" are further described in 45 C.F.R. § 164.410. You agree to cooperate fully with us in any security-incident or breach investigation or resolution and agree that no notifications or communications to any individual(s), media outlets, state or federal regulatory authorities, or other third parties regarding the security incident or breach shall be made without in each instance our specific prior written consent.

3.15. You shall mitigate, to the extent practicable, any harmful effect that is known to you of: (i) a use or disclosure of Protected Health Information by you or your agents or subcontractors, in violation of the requirements of this Agreement, or (ii) any security incident or breach.

3.16. In the event either party learns of a pattern of activity or practice of the other party that constitutes a material breach or violation of its obligations relating to Protected Health Information under the Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, the non-breaching party will terminate the Agreement, if feasible, or if termination is not feasible, report the problem to the Secretary. We reserve the right, in our sole discretion, to terminate this Agreement immediately upon notice in the event of any such material breach or security incident.

3.17. You acknowledge and agree to adhere to any limitations on the disclosure, marketing and/or sale of Protected Health Information as required under 45 C.F.R. § 164.508 and/or as otherwise set forth in HIPAA.

3.18. You acknowledge and agree that the Protected Health Information is and shall remain the Covered Entity's property and that you acquire no title or rights to the Protected Health Information as a result of this Agreement.

4. Miscellaneous and Additional Provisions Relating to Confidentiality Generally, GLBA, and HIPAA.

4.1. In response to an unsolicited direct policyholder, certificateholder, or consumer inquiry, you may disclose Nonpublic Personal Financial Information and Protected Health Information directly to, and may discuss such information directly with, the policyholder, certificateholder, or consumer to whom such information pertains, provided that such disclosure would not violate HIPAA if we made it.

4.2. We acknowledge that you may have relationships with affinity groups and associations and that, as a result, you may receive information ("Group Member Information") relating to their members (each a "Group Member") that constitutes Nonpublic Personal Financial Information and/or Protected Health Information. You and we agree that a Group Member's Group Member Information shall constitute Nonpublic Personal Financial Information and/or Protected Health Information only from and after the time that a Group Member applies for a Policy.

4.3. You may use Nonpublic Personal Financial Information and/or Protected Health Information for cross-marketing and/or cross-selling of other policies or products to the extent, but only to the extent, that the policyholder, certificateholder, or consumer to whom such information pertains has authorized you specifically in a writing that complies with GLBA and/or HIPAA, as applicable, to do so and such marketing and selling is conducted in adherence with the restrictions on marketing and sale of Nonpublic Personal Financial Information and/or PHI as provided under GLBA and/or HIPAA.

4.4. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with GLBA and HIPAA.

4.5. You shall train your employees who have access to Nonpublic Personal Financial Information and/or Protected Health Information and educate them about your obligations and permitted uses and disclosures under this Agreement, GLBA and HIPAA.

4.6. You shall comply with all applicable Federal, State and local laws and regulations enacted to protect the privacy of individual personal information.

4.7. We can further amend this Exhibit A without your consent to reflect (i) future amendments of GLBA or HIPAA, (ii) court orders interpreting the application of GLBA or HIPAA, or (iii) a material change in our business practices, but any such amendment shall be enforceable against you only after we have notified you.

4.8. Covered Entity shall notify you of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect your use or disclosure of PHI.

4.9. Covered Entity shall notify you of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect your use or disclosure of PHI.

4.10. Covered Entity shall notify you of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect your use or disclosure of PHI.

4.11. Any reference in this Agreement to a section in the GLBA or HIPAA means the section as in effect or as amended and/or superseded from time to time.

EXHIBIT B

DATA PROTECTION FRAMEWORK

This Data Protection Framework (“DP Framework”) outlines the obligations between you and the Company as it relates to your Processing of Protected Information under the Agreement to which this DP Framework is attached (“Agreement”).

1. Definitions. For purposes of this DP Framework:

1.1. *Affiliate* means any legal entity that directly or indirectly controls, is controlled by, or that is under common ownership or control with a party.

1.2. *Applicable DP Law* means any privacy, security, or other related law or regulation (including any amendments or binding subregulatory guidance related thereto) that protects Company information or relates to Processing. Such laws may include, but are not limited to: the California Consumer Privacy Act; the New York Department of Financial Services Cybersecurity Rule; the Health Insurance Portability and Accountability Act of 1996; the Gramm-Leach-Bliley Act; and the Fair Credit Reporting Act. Applicable DP Law includes Mandatory Use Restrictions as defined below.

1.3. *Consumer Request* means any request by an individual with respect to any Personal Information Processed under the Agreement, seeking information or asserting rights available under Applicable DP Laws; such requests include, but are not limited to requests: for opt-outs; for access, portability, or deletion; to identify or provide details regarding information Processed; and all similar requests under Applicable DP Laws.

1.4. *Cybersecurity Event* means any act or attempt, successful or unsuccessful, to gain unauthorized access to, disrupt, or misuse a system containing Protected Information; provided, however, that a Cybersecurity Event will not include trivial and routine incidents such as port scans, pings, and other broadcast attacks, so long as they do not materially affect the confidentiality, availability, or integrity of the system or the Protected Information in the system.

1.5. *Personal Information* means, in addition to any definition under Applicable DP Law, any personally identifiable information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to any individual or a household, including, but not limited to: name; email address; telephone number; age; date of birth; gender; demographic information; marketing preferences; social security number; alien identification number; credit and debit card numbers; other financial account numbers; application data; credit history; financial information; driver's license number; other unique identifier or authenticator; health insurance or medical information; biometric information; IP addresses; internet or other electronic network activity information; geolocation data; audio, electronic, visual, thermal, olfactory or similar information; professional or employment information; education information; consumer report information; and data about transactions or experiences with the Company or any marketing partner of the Company. The term “individual” for purposes of this definition includes any natural person who has any form or relationship to the Company.

1.6. *Process, Processed or Processing* includes any access to, and/or any collection, receipt, use, disclosure, sharing, transmission, disposal, maintenance, or storage of Protected Information under the Agreement.

1.7. *Protected Information* means any Company information Processed by you that is subject to Applicable DP Law, which includes but is not limited to Sensitive Business Information and Personal Information

1.8. *Sensitive Business Information* means the business related information of the Company that, if tampered with or disclosed without authorization, could cause a material adverse impact on the business, operations, or security of the Company.

1.9. *Services* means any and all services provided by you under the Agreement.

2. Processing of Protected Information. The following provisions shall apply to you in the course of performing Services:

2.1. *Use Limitations.* You will only Process Protected Information in accordance with Applicable DP Law and the terms of the Agreement, and this DP Framework.

2.2. *Minimum Necessary.* You will limit your Processing of Protected Information to only the information

that is necessary to perform the Services.

2.3. Access Limitations. You will limit access to Protected Information to only those individuals who have a need to know such Protected Information to perform the Services. You will instruct all such individuals as to the obligations set forth in this DP Framework and shall be responsible for their compliance thereto.

2.4. Sale of Protected Information. You will not sell any Protected Information to any third party. "Sell", for purposes of this Section, is as defined under any Applicable DP Law.

2.5. Consumer Requests. You will comply with the "Consumer Requests" provisions of this DP Framework, set forth in Section 3.

2.6. Use of Subcontractors. Nothing in this DP Framework modifies any limitation on your use of subcontractors, or any rights for the Company to audit or participate in an audit of your subcontractors, to the extent such rights are present in the Agreement. Wherever you are permitted and use any subcontractors in the performance of the Services, you will require that such subcontractors agree in writing to terms no less stringent than those set forth in this DP Framework. You will further ensure that any such subcontractors who Process Protected Information, regardless of whether the Company permits or authorizes such subcontractor, are bound to equivalent terms. In all situations where you use subcontractors to perform Services involving Protected Information, you will remain responsible for all obligations set forth in this DP Framework and any violations thereof.

2.7. Disposal of Protected Information. You will, upon termination of the Agreement or as otherwise provided in this DP Framework, securely return or destroy all records, electronic or otherwise, containing any Protected Information. Disposal may be achieved, at the Company's option, through delivery all copies of such records to the Company or through destruction in a manner that renders the records unreadable and undecipherable by any means consistent with Applicable DP Law. Upon the Company's request, you will provide written confirmation of the disposal of Protected Information consistent with this Section.

2.8. Notification of Legal Requests for Protected Information. You shall notify the Company as soon as reasonably practicable upon receipt of a lawful legal order or process compelling the disclosure of Protected Information to any governmental authority or other third party. You will not disclose Protected Information in response to a lawful legal order or process (a "Production Request") without providing the Company at least forty-eight (48) hours following your notice to enable the Company to exercise such rights as it may have under applicable law to prevent or limit such disclosure. You shall exercise commercially reasonable efforts to prevent and limit any such disclosure and to otherwise preserve the confidentiality of the Protected Information, and will cooperate with the Company with respect to any action taken with respect to such Production Request, including to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded to the Protected Information. Notwithstanding the foregoing, you will be excused from complying with this Section to the extent expressly prohibited by applicable law.

2.9. Mandatory Use Restrictions. If and to the extent the Company is currently or subsequently designated under any Applicable DP Law or other applicable law as a controller, processor, fiduciary, data fiduciary or is otherwise mandated to impose limitations on the use or Processing of Protected Information ("Mandatory Use Restrictions"), the Company shall inform you of such designation and such Mandatory Use Restrictions in writing and you shall be bound by and shall follow all such Mandatory Use Restrictions as specified by the Company as amended from time to time.

3. Consumer Requests. The following applies to Consumer Requests:

3.1. If, on or after January 1, 2020, you receive one or more inquiries regarding the submission of a Consumer Request pertaining to any Personal Information Processed, the parties agree that you shall, at no additional cost, contemporaneously direct the inquiring party to both the Company's dedicated toll free number of 1-877-247-2401 and website (www.transamerica.com) in order to allow the individual to begin the Consumer Request submission process. Further, you shall direct any individual who has already submitted a Consumer Request to the Company's dedicated toll-free number of 1-877-247-2401 and website, www.transamerica.com in order to allow the individual to follow-up directly with the Company on the status of the submitted Consumer Request.

3.2. Where you receive a complaint related to the Personal Information Processed, including, but not limited to, allegations that the Processing infringes on an individual's rights under Applicable DP Law ("Processing Complaint"), you will promptly (and in all cases within two (2) business days of receipt), notify

the Company of such a Processing Complaint in writing, unless such notices specifically prohibited by Applicable DP Law.

3.3. You will at no additional cost: (a) assist the Company in timely responding to any Consumer Requests or Processing Complaints and reasonably cooperate and facilitate the Company's timely authentication, recording, investigation, processing, execution, and resolution of all such Consumer Requests and Processing Complaints, as well as authenticating the consumer, where appropriate; and (b) securely provide any information requested by the Company that is reasonably responsive to a Consumer Request as soon as reasonably practicable, but in all cases within five (5) business days.

3.4. In the event you receive a request that is not a Consumer Request (i.e., it does not relate to the Personal Information Processed), the parties agree that such request will be subject to your own internal business practices, and is not subject to the terms of this DP Framework.

4. Information Security Requirements. You will comply with the following cybersecurity requirements where you Process any Protected Information:

4.1. *Risk Assessment.* You agree to furnish all information reasonably requested by the Company in order to conduct an assessment of your data security risks. Such information may include a comprehensive information security questionnaire ("Questionnaire"), excerpts of relevant information security policies describing components of your Cybersecurity Program, and/or any other information agreed upon by the parties. The Company agrees to limit its requests for a Questionnaire to no more frequently than once per calendar year, provided that the Company may request additional relevant information at any time, and the Company may request a new or updated Questionnaire in response to a Cybersecurity Event experienced by you and/or the identification of any practices that materially deviate from information previously submitted by you. The Company may request reasonable additional information as it determines, in its own reasonable discretion, that it requires in order to conduct appropriate oversight of you, as required by applicable law. You will promptly and fully respond to such requests.

4.2. *Minimum Cybersecurity Requirements ("Requirements").* With respect to any information technology systems involved in the Processing of Protected Information, you represent and warrants that you will at all times have and maintain an information security program (the "Cybersecurity Program") containing administrative, technical, and physical safeguards designed to ensure the security of Protected Information. Such Cybersecurity Program will be based upon and substantially consistent with industry-accepted cybersecurity principles and practices, and shall, at a minimum, incorporate the minimum requirements shown on Attachment 1 applicable to the Services; provided, however, that the Company may impose requirements above the stated minimums based on your information security controls and related matters. In addition to those minimum requirements, you shall perform the following:

4.2.1. *Encryption at Rest.* Any Protected Information stored in your internal systems and devices must be encrypted using then-current and appropriately secure encryption algorithms, tools, and techniques.

4.2.2. *Cybersecurity Event Response.* You will provide notice to Company as soon as reasonably practicable, but in any event within forty-eight (48) hours, following identification of a Cybersecurity Event. Such notice will include information reasonably sufficient to allow the Company to meet its own breach notification obligations under Applicable DP Law, to the extent such information is then available, and will at a minimum describe the nature and scope of the Cybersecurity Event and any Protected Information involved in the Cybersecurity Event. If any such information is not available as of the initial notice, you will furnish such information promptly upon obtaining it. You agree to provide additional information related to the Cybersecurity Event where reasonably requested by the Company. Following such notice to the Company, you will take such steps as reasonably necessary to contain, investigate, mitigate, and remediate any Cybersecurity Event affecting Company information technology systems and/or Protected Information, including remediation of any underlying failures or vulnerabilities. Where the Company determines in its sole discretion that it is necessary to participate in the investigation of a Cybersecurity Event, you will reasonably cooperate with the Company in such investigation. You agree to furnish artifacts evidencing your remediation of all underlying failures and/or vulnerabilities identified in a Cybersecurity Event and you agree that the confidentiality obligations of the Agreement are satisfactory to the sharing of the artifacts and other materials shared with respect to the Cybersecurity Event and your remediation.

4.2.3. *Subcontractor Requirements and Oversight.* Your Cybersecurity Program will include oversight by you of your subcontractors and their compliance with the applicable requirements of your Cybersecurity Program wherever the Processing of Protected Information occurs. You will require that such

subcontractors agree in writing to cybersecurity requirements no less stringent than the Requirements.

4.3. *Alternate Controls.* Where the parties reasonably agree that any Requirement is unduly onerous in light of the Services provided and the risks to Protected Information, the parties will work together in good faith to determine whether appropriate alternative compensating controls may be used to meet the spirit and goals of the Requirements, or if a Requirement may be waived entirely, provided that in all cases, use of alternative compensating controls and/or any waiver of a Requirement is subject to the Company's sole discretion and any conditions thereon imposed by the Company.

4.4. *Audit.* Unless and to the extent otherwise agreed in the Agreement, you agree to permit the Company to conduct reasonable cybersecurity audits on you, within reasonable business hours and upon reasonable advance written notice, to confirm your compliance with this DP Framework. Cybersecurity audits by the Company will be limited to no more frequently than once per calendar year, provided that the Company may conduct additional targeted audits ("Targeted Audits") in response to (a) a Cybersecurity Event, (b) any identified material deviation from your Cybersecurity Program, a Requirement, or an agreed-upon alternative compensating control, or (c) any other material inaccuracy or misrepresentation about the controls and/or underlying risks applicable to Protected Information made by you. Each party will bear its own costs with respect to such audits, except for Targeted Audits, in which cases you will reimburse the Company for its reasonable, direct, out-of-pocket costs incurred in the course of the audit.

4.5. *SOC 2 Type II Reports.* Where available, you will furnish a copy of a current System and Organizations Controls 2, Type II report (Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy) or equivalent direct successor report (a "SOC 2 Type II"), including a description of the trust services criteria or principles assessed and any scope limitation under such report. Subject to the Company's reasonable review and acceptance of your submitted SOC 2 Type II report, the Company's audit right under this DP Framework will be deemed satisfied by the SOC 2 Type II report, but only with respect to those controls assessed within the defined scope of the report. The Company may also, at its sole option, agree to accept an alternative third-party assessment or certification of your Cybersecurity Program, such as a PCI-DSS Attestation of Compliance or HITRUST certification, in lieu of exercising its right (or some portion of that right) to audit.

5. General Provisions.

5.1. *Effect on Agreement.* The requirements of this Framework are in addition to, and supplement, any terms set forth in the Agreement with respect to the subject matter hereof except to the extent such terms contained are less stringent than set forth herein. To the extent of a conflict between this DP Framework and the Agreement, the standard that is most protective of Protected Information shall control. This DP Framework shall not supersede or replace any HIPAA business associate contract between the parties. All other terms and conditions of the Agreement shall remain in full force and effect. All attachments referenced herein or attached hereto are incorporated herein in full by this reference.

5.2. *Compliance with Law.* Each party to this DP Framework agrees to comply with all applicable law, including Applicable DP Laws. No party hereunder may request any other party to use or disclose Protected Information in a manner that violates such laws.

5.3. *Injunctive Relief.* You acknowledge that a breach of this DP Framework will cause the Company irreparable harm without an adequate remedy at law, and that the Company is entitled to seek injunctive relief to prevent or limit the effect of any such breach.

5.4. *Your Express Certification and Agreement.* By executing the Agreement to which this DP Framework is attached, you certify that you understand and agree to the provisions set forth in this DP Framework will comply with the terms hereof.

DATA PROTECTION FRAMEWORK

ATTACHMENT 1 – MINIMUM CYBERSECURITY REQUIREMENTS

Type	Processes	Transacts	Stores	Systems or software	Agents with no connection to a larger organization		
A	Yes	Yes	Yes	Yes	No		
B	Yes	Yes	Yes	No	No		
C	Yes	Yes	No	No	No		
D	Yes	Yes	Yes	Yes	Yes		
Type	Abbreviated	Description					
A	Large Interactive Third Party	Third Party processes, transacts or stores Company Protected Information (including intellectual property, such as software development design information and code.)					
B	Large with no systems or software provided	Third Party processes, transacts or stores Company Protected Information, but provides no system or application development services.					
C	Large, does not store data	Third Party processes, transacts Company Protected Information, but does not store any Company Protected Information.					
D	Agents	Agents that process, transact or store Company Protected Information, and is not part of, or does not connect to a larger organizational third party network.					
Security Control Requirements				A	B	C	D
Have a documented Information Security Program.				Yes	Yes	Yes	
Conform to an acceptable industry security standard.				Yes	Yes	Yes	
Review security program annually or whenever there is a material change.				Yes	Yes	Yes	
Regular cybersecurity awareness training.				Yes	Yes	Yes	
Employees and vendors have a background check prior to employment.				Yes	Yes	Yes	Yes
Vendor employees adhere to cybersecurity requirements.				Yes	Yes	Yes	
Ensure subcontractors comply with all cybersecurity policies and procedures				Yes	Yes	Yes	
All assets are evaluated for security standards before implementation.				Yes	Yes	Yes	
Grant access with the least privilege needed for sensitive information and with appropriate ownership approval.				Yes	Yes	Yes	Yes
Review of access to ensure segregation of duties.				Yes	Yes	Yes	
Ensure unauthorized users are prevented from gaining access information. Multi-Factor Authentication (MFA) is used where appropriate and for incoming remote connections.				Yes	Yes	Yes	Yes
Password settings use current industry standards.				Yes	Yes	Yes	Yes
Account and password management security configurations.				Yes	Yes	Yes	
Privileged accounts are secured and monitored.				Yes	Yes	Yes	
Information asset are destroyed according to their assigned classification.				Yes	Yes	Yes	
Information assets are classified to indicate the ownership, roles, and sensitivity.				Yes	Yes		
End user devices and internal systems, where Company data may be stored, are encrypted.				Yes	Yes	Yes	

EXHIBIT C
NY 187 Disclosure Template



For sales transactions in New York (TFLIC policies)

Print Consumer Name: _____

Producer Representation under New York Regulation 187

In recommending this annuity or life insurance sales transaction to the consumer, I have acted in the best interest of the consumer. The recommendation is based on an evaluation of the relevant suitability information of the consumer and reflects the care, skill, prudence, and diligence that a prudent person acting in a like capacity and familiar with such matters would use under the circumstances then prevailing. Only the interests of the consumer have been considered in making the recommendation. The sales transaction is suitable, and I have a reasonable basis to believe that:

- (a) the consumer has been reasonably informed of various features of the policy and potential consequences of the sales transaction, both favorable and unfavorable;
- (b) the consumer would benefit from certain features of the policy; and
- (c) the particular policy as a whole, the underlying subaccounts to which funds are allocated at the time of the sales transaction, and riders and similar product enhancements, if any, are suitable for this consumer based on the consumer's suitability information.

I have:

- (a) weighed multiple factors that are relevant to the best interests of the consumer including, but not limited to, the benefits provided by the policy, the price of the policy, the financial strength of the insurer, and other factors that differentiate products or insurers;
- (b) at the time of this recommendation, disclosed to the consumer in a reasonable summary format all relevant suitability considerations and product information, both favorable and unfavorable, that provide the basis for the recommendation; and
- (c) documented the basis for the recommendation made.

The following representation is made if the recommended transaction is a replacement of a policy (as defined in New York Insurance Law):

This replacement is suitable including taking into consideration whether:

- (a) the consumer will incur a surrender charge, increased premium or fees, decreased coverage duration, decreased death benefit or income amount, adverse change in health rating, be subject to the commencement of a new surrender period, lose existing benefits (such as death, living or other contractual benefits), be subject to tax implications if the consumer surrenders or borrows from the policy, or be subject to increased fees, investment advisory fees, premium loads or charges for riders and similar product enhancements;
- (b) the consumer would benefit from policy enhancements and improvements, such as a decreased premium or fees, increased coverage duration, increased death benefit or income amount; and
- (c) the consumer has had another policy replacement, in particular, a replacement within the preceding 36 months.

Producer's signature

Date: _____

Print producer's name



Agreement for Commission Annualization

(Please Type or Print in Ink)

Producer ID

Producer TIN / SSN

Office ID Code

Name (For entities: provide complete legal name)

By signing below, the producer requests that Transamerica Financial Life Insurance Company and/or Transamerica Life Insurance Company (each individually referred to as the "Company") make payments to the producer under a commission annualization program (the "Annualization Program"). This Agreement for Commission Annualization (the "agreement") sets forth the producer's duties and obligations with respect to the Annualization Program. Under the Annualization Program, the Company may pay commissions to the producer based on the projected first year annual premiums for policies sold by the Company through applications solicited by the producer when actual premium received by the Company may be less than a full annual premium. The producer acknowledges and understands that commissions paid based on premium payments not actually received by the Company constitute an advance payment against commissions which are anticipated to be earned by the producer if and when the remainder of the first year annual premium is received by the Company.

In addition to the terms and conditions of the applicable selling and/or producer agreement(s) with the Company (collectively, the "Producer Agreement"), the producer understands and agrees that:

1. Only policies placed in force after the date this agreement is approved by the Company will be eligible for annualization payments. Notification of approval will be provided in writing once the agreement is approved by the Company.
2. The producer hereby authorizes the Company to obtain a consumer credit report and conduct an investigation concerning the producer's character, credit, reputation and personal traits, and releases those contacted and the Company from any liability with respect to the content of the information provided and any resulting action by the Company. The producer authorizes the Company to share any personal information regarding the producer with its affiliated companies and to obtain updated or further credit reports if it so chooses at any time that this agreement is in effect or, after its termination, if any amount advanced hereunder remains unpaid. The producer understands that he or she may not be permitted to participate in the Annualization Program if he or she is delinquent in obligations to creditors, or if he or she is subject to any unpaid or unsatisfied judgment, liens, or similar matters.
3. Termination of this agreement does not terminate the Producer Agreement with the Company. However, termination of the Producer Agreement with the Company terminates this agreement and notice is not specifically required.
4. The Company may terminate this agreement without notice, in its sole discretion.
5. The producer agrees that in the event the full annual premium is not received by the Company within 12 months of the issuance of the policy or in sufficient time to prevent lapse of the policy, whichever is sooner, the Company shall have the right to charge the producer's commission account for the amount of commission paid on premium not received by the Company.
6. The producer agrees that amounts charged to his or her commission account pursuant to the foregoing may be deducted from amounts owed to the producer at such time or thereafter by the Company. The producer understands that the Company in its sole and absolute discretion may determine the amounts to be advanced under the Annualization Program and may modify or terminate the Annualization Program at any time. Without limiting the generality of the foregoing, the producer acknowledges and agrees that the Company may, in its sole discretion and from time to time, modify the persistency, production, and/or other requirements to remain eligible for the Annualization Program, as well as the percentages to be advanced and the limit on total advances. In the event of termination of the Annualization Program, any amounts advanced thereunder which have not been earned will be immediately due and payable by the producer. If payment in full is demanded, the producer agrees to pay interest on the unpaid balance on the advanced amount due.

Applicant's Signature and title if Applicant is an entity

Date

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PRODUCER'S CONDITIONAL AGREEMENT

As an agent who has been appointed with Transamerica Financial Life Insurance Company and/or Transamerica Life Insurance Company, (each individually referred to as "the Company"), I acknowledge and agree that if I am appointed with more than one Company, the Producer's Conditional Agreement or other agreement evidencing such appointment is to be construed as constituting separate and distinct agreements between me and each Company with which I am appointed. The obligations and responsibilities between me and one Company are separate and distinct from the obligations and responsibilities between me and any other Company with whom I may be appointed. No Company will have responsibility or liability for the acts or omissions of any other Company with whom I may be appointed. I further have agreed to the following:

- a. Unless I hold a personal contract with the Company which govern(s) fixed insurance products, the Company has no obligation to pay me commissions or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance products issued by the Company, it being expressly understood that I will be compensated pursuant to a separate agreement between me and my current Broker-Dealer or Agency and I will have no right, remedy, or recourse against the Company for any compensation. Unless otherwise notified by the Company in writing, this Agreement will remain in effect upon my transfer to another Broker-Dealer or Agency having a Selling Agreement in effect with the Company, provided my appointment with the Company has not been terminated. The understandings in this paragraph will not apply to the sale of any products for which I have entered into a separate agreement with the Company.
- b. I understand that no commissions are payable on a policy which replaces, exchanges, or terminates another policy of the Company or any of its affiliates unless such replacement is accomplished in accordance with the Company rules in force at that time.
- c. I will comply with all applicable laws and regulations of the states in which I sell products including, but not limited to, obtaining and maintaining any necessary licenses for the solicitation of insurance.
- d. I will not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in any respect. I will not use any advertising or sales material relating directly or indirectly to the Company or the Company's products unless it is provided by the Company or approved by the Company in writing prior to use.
- e. I will deliver any policy sent to me within thirty (30) days from the postmark date such policy is mailed by the Company.
- f. I will promptly remit to the Company any and all monies received by me on behalf of the Company as payments on life insurance policies, and I have no right or authority to receive or collect monies for and on behalf of the Company at any time or for any purpose except the initial premium necessary to put the insurance policy in force. All monies or securities received by me as full or partial payment of premiums or for any other item without exception, shall be held by me in trust separate from my own or other funds and will be immediately delivered and paid to the Company.
- g. The Company may, with or without cause and without liability to me whatsoever, cancel my appointment at any time, and upon termination of this Agreement I will immediately deliver to the Company all records, sales and advertising material, stationery, business cards, computer software and other supplies connected with the Company's business.
- h. I will comply with the Company's Code of Professional Conduct for Producers and Employees as it may be amended from time to time. I understand and agree to the following policies.
- i. I will comply with all applicable laws and regulations to protect the privacy of nonpublic information that I have about an applicant, owner, insured, beneficiary, or other person who seeks to obtain, obtains or has obtained a product or service from the Company. If I receive such nonpublic information from the Company, I will maintain the confidentiality of such information and understand that I am prohibited from using such information other than to carry out the purpose for which such information was disclosed to me. I agree to take reasonable measures to secure and safeguard such nonpublic information in my possession (including appropriate destruction and disposal methods). I also agree to notify the Company within 48 hours upon learning of an actual or potential breach involving the privacy or security of any nonpublic client information in my possession, or in the possession of my employee, agent, representative, or vendor/subcontractor.
- j. I will comply with the Company's rules for electronic imaging and transmission of documents.
- k. I will comply with the Company's anti-money laundering policies and reporting requirements and understand that failure to comply may result in termination of my appointment.
- l. I will comply with all applicable laws, regulations and company policies pertaining to requirements that products be suitable for the purchaser.

7.1 Privacy and Confidentiality Generally

- a. Except to the extent directly required to perform your services under this Agreement, you shall hold in strictest confidence and not disclose to any Person or use, at any time, whether during or after the termination of this Agreement, any information that we disclose or make available to you that is confidential or proprietary ("Information"). Without limiting your obligations under the previous sentence, you shall apply at least the same standard of care to protect the confidentiality of the Information as you use to protect your own confidential information. Upon termination of this Agreement, you shall return or securely destroy all Information without retaining any copies and shall provide us with your written and signed certification to that effect. All Information is our sole and exclusive property.
- b. If you are requested to disclose Information pursuant to a subpoena or order from a governmental authority (including any department of insurance), you shall (A) notify us as promptly as possible, and in any event prior to responding thereto, of the terms of and circumstances relating to such request, (B) consult with us on the advisability of attempting to resist or narrow such request, and (C) if disclosure of Information is required, furnish only such Information as our counsel advises us you are legally obligated to disclose and cooperate with us to obtain assurance that the disclosed Information will be held in confidence. You also shall comply with our privacy and security rules that we have provided to you in writing.

7.2 Compliance with GLBA – You shall comply with the privacy requirements of the Gramm-Leach-Bliley Act and its rules and regulations as any of the same may be amended or superseded from time to time ("GLBA"). Compliance with GLBA includes the following:

- a. You may use or disclose Nonpublic Personal Financial Information only to perform your services under this Agreement, as specifically provided in Section 7.6(c) below, or as required by law. "Nonpublic Personal Financial Information" means personally identifiable financial information and includes any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any nonpublic personal information; provided, however, that the above definition shall be superseded and replaced to the extent that the definition of Nonpublic Personal Financial Information under Title V of Public Law 106-102, Section 509, subsection (4), as the same may be amended or superseded from time to time, differs from this definition.
- b. You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures of Nonpublic Personal Financial Information.
- c. You shall require that your sub-agents, directors, officers, and employees who have access to Nonpublic Personal Financial Information agree in writing to the same restrictions and conditions that apply to you.

7.3 ACE Designation under HIPAA – You acknowledge that the health care components of the Companies (such health care components collectively, the "Covered Entity"), have elected to adopt Affiliated Covered Entity ("ACE") status, as defined and permitted under the Health Insurance Portability and Accountability Act of 1996 and its rules and regulations as any of the same may be amended or superseded from time to time ("HIPAA"), such designation has been appropriately adopted and documented, and any Company is authorized to enter into a Business Associates Agreement on behalf of some or all other members of such ACE. To the extent the HIPAA covered health care component of any such member of the ACE merges with another affiliate or undergoes a corporate name change, this Agreement shall apply to any such merged and/or renamed component/company.

7.4 Compliance with HIPAA – You shall comply with the privacy and security requirements of HIPAA. Compliance with HIPAA includes the following:

- a. You may use or disclose Protected Health Information only to perform your services under this Agreement, for the proper management and administration of your business (other than for cross-marketing and/or cross-selling of other policies or products, which are prohibited except to the extent specifically provided in Section 7.6(c) below), to carry out your legal responsibilities, or otherwise as required by law. "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. §164.501 (as the same may be amended or superseded from time to time), limited to information that you create or that you receive from us or on our behalf, and includes information that relates to the past, present, or future physical or mental health or condition of a Policyholder, to the provision of health care to a Policyholder, or to the past, present, or future payment for the provision of health care to a Policyholder, and that identifies the Policyholder or for which there is a reasonable basis to believe that the information can be used to identify the Policyholder, in each case regardless of whether the Policyholder is living or deceased. By way of illustration only, the following information shall constitute Protected Health Information with respect to a Policyholder: (A) name, (B) street address, city, county, precinct, and zip code, (C) dates directly related to the Policyholder, including birth date, admission date, discharge date, and date of death, (D) telephone numbers, fax numbers, and electronic mail addresses, (E) social security number, (F) medical record numbers, (G) health plan beneficiary numbers, (H) account numbers, (I) certificate/license numbers, (J) vehicle identifiers and serial numbers, including license plate numbers, and (K) any other unique identifying numbers, characteristics, or codes.
- b. You may not use or disclose Protected Health Information in any manner that would constitute a violation of 45 C.F.R. Parts 160 and 164 if we used or disclosed the information in the same manner.

- c. You shall comply with our request to accommodate a Policyholder's access to his or her Protected Health Information as provided by 45 C.F.R. § 164.524.
- d. You shall comply with our request to amend Protected Health Information in accordance with a Policyholder's request as provided by 45 C.F.R. § 164.526.
- e. You shall keep a record of disclosures of or access to Protected Health Information that must be provided under HIPAA to an individual to whom the Protected Health Information relates. You shall comply with any request that we make to provide us with information pertaining to such disclosures or access in such format as we reasonably may request. Such provided information shall include the content as required under HIPAA.
- f. You shall make your internal practices, books, and records relating to uses and disclosures of Protected Health Information available to us (or to our designee) and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), or to the Secretary's designee, for the purpose of confirming your compliance and/or our compliance with 45 C.F.R. Parts 160 and 164.
- g. Upon termination of this Agreement, if feasible, you shall return or destroy all Protected Health Information without retaining any copies and shall provide us with your written and signed certification to that effect. If such return or destruction is not feasible, you shall limit all further uses and disclosures to those purposes that make such return or destruction of the Protected Health Information not feasible.
- h. You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures, and to protect the confidentiality, integrity and availability, of any Protected Health Information that you create, receive, maintain or transmit. Such safeguards shall include development, implementation, and maintenance of a comprehensive written information security program compliant with applicable laws and designed to (A) protect the integrity and confidentiality of Protected Health Information, (B) protect against anticipated threats or hazards to the security, confidentiality and/or integrity of Protected Health Information, (C) protect against any unauthorized disclosure or use of Protected Health Information, (D) address computer and network security, (E) address physical security, and (F) provide for the secure disposal and destruction of Protected Health Information.
- i. You shall ensure that any subcontractors (as defined in 45 C.F.R. § 160.101) that create, receive, maintain, or transmit Protected Health Information on your behalf agree to the same restrictions and conditions that apply to you with respect to such information. You agree to enter into appropriate written agreements outlining these obligations and to obtain satisfactory assurances (as that term is contemplated in HIPAA) of such compliance by all subcontractors. To the extent you make disclosures under 45 C.F.R. § 164.504(e)(4), you will obtain reasonable assurances that PHI will be held in confidence and will not be used or disclosed outside of the intended purpose.
- j. To the extent that we may require you to carry out ACE Entities' obligations in accordance with the Agreement, under 45 C.F.R. § 164 Subpart E, you will comply with the requirements of that Subpart which apply to ACE Entities in the performance of such obligations.
- k. You shall require that your directors, officers, and employees who have access to Protected Health Information agree to the same restrictions and conditions that apply to you with respect to such information.

7.5 Compliance with HITECH Act

- a. You agree and acknowledge that you are directly subject to HIPAA as amended by the HITECH Act, including, without limitation, Sections 164.308, 164.310, 164.312 and 164.316 thereof, including its provisions relating to security and privacy of Protected Health Information as well as its enforcement and penalty provisions. You agree that you will (A) comply with all applicable security and privacy provisions of HIPAA as amended by the HITECH Act and as it may be amended from time to time; (B) not act in any way to interfere with or hinder the ACE Entities' ability to comply with HIPAA as amended by the HITECH Act and as it may be amended from time to time; and (C) use your best efforts to notify the ACE Entities without unreasonable delay and in any event within three (3) business days of discovering a "breach," as the term "breach" is defined in 45 C.F.R. § 164.402, and as the terms "breach" and "discover" are further described in 45 C.F.R. § 164.410(a)(2).
- b. In the event either party learns of a pattern of activity or practice of the other party that constitutes a material breach or violation of its obligations relating to Protected Health Information under the Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, the non-breaching party will terminate the Agreement, if feasible, or if termination is not feasible, report the problem to the Secretary. We reserve the right, in our sole discretion, to terminate this Agreement immediately upon notice in the event of any such material breach or security incident.
- c. You acknowledge and agree to adhere to any limitations on the disclosure and/or sale of Protected Health Information as required under 45 C.F.R. § 164.508(d) and/or under HIPAA.

7.6 Additional Provisions Relating to Confidentiality Generally, GLBA, and HIPAA

- a. In response to an unsolicited direct Policyholder, Certificateholder, or Consumer inquiry, you may disclose Nonpublic Personal Financial Information and Protected Health Information directly to, and may discuss such information directly with, the Policyholder, Certificateholder, or Consumer to whom such information pertains, provided that such disclosure would not violate HIPAA if we made it.
- b. We acknowledge that you may have relationships with affinity groups and associations and that, as a result, you may receive information ("Group Member Information") relating to their members (each a "Group Member") that constitutes Nonpublic Personal Financial Information and/or Protected Health Information. You and we agree that

- a Group Member's Group Member Information shall constitute Nonpublic Personal Financial Information and/or Protected Health Information only from and after the time that a Group Member applies for a Policy.
- c. You may use Information, Nonpublic Personal Financial Information and/or Protected Health Information for cross-marketing and/or cross-selling of other policies or products to the extent, but only to the extent, that the Policyholder to whom such information pertains has authorized you specifically in a writing that complies with HIPAA to do so and such marketing and selling is conducted in adherence with the restrictions on marketing and sale of PHI as provided under HIPAA.
 - d. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with GLBA and HIPAA.
 - e. You shall notify us in writing without unreasonable delay and in any event within three (3) business days after becoming aware of a violation of Sections 7.2, 7.4, 7.5, or 7.6 of this Agreement, or of the occurrence of a "security incident," as defined in 45 C.F.R. §164.304. You agree to cooperate fully with us in any security-incident investigation or resolution and agree that no notifications or communications to any individual(s), media outlets, state or federal regulatory authorities, or other third parties regarding the incident shall be made without in each instance our specific prior written consent.
 - f. You shall comply with all applicable state and local laws and regulations enacted to protect the privacy of individual personal information.
 - g. We can amend Sections 7.2, 7.4, 7.5, or 7.6 of this Agreement without your consent to reflect (i) future amendments of GLBA or HIPAA, or (ii) court orders interpreting the application of GLBA or HIPAA, or (iii) a material change in our business practices, but any such amendment shall be enforceable against you only after we have notified you.

Other principles and standards to use in daily conduct can be found in the Practical Guide to Professional Conduct. These policies, procedures and guidelines can be changed from time to time.

**Transamerica Financial Life Insurance Company
Transamerica Life Insurance Company**



**Laurie Renko
Vice President**

ACKNOWLEDGEMENT

I acknowledge that I have read, understood, and accept the provisions of this agreement. Except as expressly supplemented by this Agreement, all other terms and conditions contained in the Agreement remain in full force and effect.

NAME (Please Print)

AGENT NUMBER

SIGNATURE

DATE

ANTI-MONEY LAUNDERING TRAINING FOR AGENTS

TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY
TRANSAMERICA LIFE INSURANCE COMPANY
TRANSAMERICA CASUALTY INSURANCE COMPANY
(Collectively referred to as "Transamerica")













Note: This training is intended for agents who are not employees of the listed statutory companies (referred to herein as "Transamerica").

Anti-Money Laundering Policies and Procedures

If you have any questions about the Anti-Money Laundering Policy and Procedures or any concerns regarding suspicious activity please contact Transamerica's AML Compliance Officer.

EXAMPLES OF SUSPICIOUS ACTIVITY

When working with prospective clients you should be on the alert for any signs of unusual activity which might indicate intent to launder money. Here are examples of "red flags" that you should report:

-  Customers exhibiting unusual concern with Transamerica's obligations to file reports of certain transactions with U.S. government agencies, or refusal to provide information required to prepare such reports.
-  Customers who request that a transaction be processed in such a manner so as to avoid Transamerica's normal documentation requirements.
-  Customers who provide suspect or unverifiable identification or are hesitant to supply identifying information.
-  Customers who provide incomplete or confusing descriptions of the nature of their business.
-  Customers who wish to purchase multiple policies or who indicate funds will be deposited from multiple sources.
-  Large overpayment of premiums not consistent with the customer's past payments. This is particularly suspicious if the customer requests a disbursement shortly after the payment.
-  Customers who make multiple payments, followed shortly thereafter by a request to surrender the policy.
-  Customer policy purchased in amounts considered beyond customer's apparent means.
-  Payments submitted by an unrelated third-party.
-  Customers who have an association with, or have accounts in, a country identified as a haven for money laundering require extra due diligence.
-  The purchase of an insurance product with monetary instruments in structured amounts.
-  Any unusual amounts of payment, notably cash or cash equivalents.

WHERE TO REPORT SUSPICIOUS ACTIVITY

You may report suspicious activity directly to the Transamerica Financial Crimes Unit toll free hotline number, (866) 622-5004.

Overview

BACKGROUND

The USA PATRIOT Act (the “Act”) was enacted by U.S. Congress and signed into law by President George W. Bush on October 26, 2001. The Act is an acronym for Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism. This law, enacted in response to the terrorist attacks of September 11, 2001, strengthens our nation’s ability to combat terrorism and prevent and detect money-laundering activities.

In 2006, the U.S. Treasury Department mandated that all insurance companies implement an AML Compliance program for the company’s “covered products,” which includes any permanent life insurance policy (other than group), any annuity contract (other than group), or any other insurance product with features of cash value or investment.

In addition to the AML program, insurers are required to file Suspicious Activity Reports (SAR). The purpose of reporting a SAR is to assist law enforcement in the detection and prevention of money laundering and terrorist financing. The type of transactions this rule pertains to are those transactions that an insurance company knows, suspects or has reason to suspect involve funds that are derived from an illegal activity. Other transactions may include those designed to evade reporting requirements, or has no business or apparent lawful purpose and involves the use of the insurance company to facilitate criminal activity, including terrorist financing.

It is Transamerica’s policy to comply with all laws and regulations designed to prevent the laundering of proceeds from illegal or criminal activity through legitimate financial institutions. Transamerica has established policies and procedures designed to reasonably prevent the laundering or facilitating of laundering of money from criminal activity. Transamerica monitors transactions for suspicious activity, which may indicate the existence of a crime. Transamerica must file reports to assist the government in investigating and prosecuting money laundering and terrorist financing activities.

As our sales agents, you play an important role in our prevention efforts by ensuring that we secure the proper information from applicants and by remaining alert for any signs that the applicants are engaging in money laundering or terrorist financing activities. Failure to comply with laws prohibiting money laundering or terrorist financing may result in significant criminal, civil or regulatory penalties or reputation harm that could ensue from any association with money laundering or terrorist financing activities.

MONEY LAUNDERING AND TERRORIST FINANCING DEFINED

Money laundering is a process through which the proceeds from illegal activity are ‘washed’ to legitimize them or disguise their true source. There are two basic definitions of money laundering within the federal government and the IRS:

- Taking the proceeds from an illegal activity and making them appear to be from a legal activity.
- Taking the proceeds from an illegal activity and hiding them or placing them beyond the reach of the government.

Terrorist financing involves the use of money, which may be lawfully obtained, to fund illegal activities. Because the transactions often have a legitimate origin and can often involve small amounts of money, terrorist financing can be more difficult to identify than money-laundering activities. However, an effective anti-money laundering program can help prevent the use of legal funds for terrorism activities.

THREE STAGES OF MONEY LAUNDERING

The basic money laundering process is accomplished via a three-stage method. These stages are known as placement, layering, and integration.

1. Placement Stage

During the placement stage of money laundering, the proceeds from illegal activity are first introduced into the financial system. The criminal or accomplice may make a single deposit, perhaps into a single premium life insurance policy or single premium deferred annuity, may pay premiums for a policy a year or more in advance, or break up large amounts of cash into less conspicuous smaller sums, typically less than \$10,000. A series of monetary instruments (cashier checks, money orders, etc.) or a combination of cash and monetary instruments may also be deposited into an account at a financial institution or used to purchase a policy.

2. Layering Stage

The layering stage takes place after the funds have entered the financial system. In this stage the criminal or his accomplice tries to separate or distance the proceeds of the criminal activity from their origin through the use of complex financial transactions, such as converting cash into traveler's checks, money orders, wire transfers, letters of credit, stocks, bonds or by purchasing valuable assets, such as art or jewelry.

3. Integration Stage

The integration stage involves the use of apparently legitimate transactions to disguise the illicit proceeds, allowing the laundered funds to be disbursed back to the criminal. At this stage, the funds are moved back into mainstream economic activities. Following are three types of transactions typically used to accomplish integration:

- Loans or withdrawals from a life insurance or annuity;
- Surrendering of a life insurance or annuity;
- Cancellation of a life insurance policy during the free look period, especially where the policy was paid for with cash or a cash equivalent (money order, cashier's check, travelers check, or credit card).

MONEY LAUNDERING AND TERRORIST FINANCING EXAMPLES

Insurance companies can be used in all phases of money laundering schemes. The following are examples of money laundering and terrorist financing.

Example 1

A successful businessman contacted an insurance agent and stated that he owned a restaurant and had recently inherited a large sum of money from his grandmother. The businessman did not express a particular interest in the product features, but promised the agent substantial future business. Communication with the businessman was difficult because he was not available on the cell phone number he provided and he always had to return the agent's call. When pressed, the businessman was reluctant to provide information such as his personal address. To open the account the businessman stated that he would have the funds wired to the insurance company. The insurance company received a wire for \$2,200,000 to fund a life insurance policy and three variable annuities. Two weeks later the insurance company received a request for a full surrender of the life insurance and annuities with the funds to be wired to another bank.

Example 2

Local police authorities were investigating the placement of cash by an illegal drug trafficker. The funds were deposited into several bank accounts and then transferred to an offshore account. The drug trafficker then purchased a \$75,000 life insurance policy. Two separate wire transfer payments were made into the policy from the offshore accounts. The funds used for payment were purportedly the proceeds of overseas investments. At the time of the drug trafficker's arrest, the insurance company had received instructions for an early surrender of the policy.

Example 3

A terrorist group may establish a charity as a front for financing terrorist activity and open an annuity or key employee life contract with the charity as the owner. Funds can be moved in and out of the contracts under the guise of an investment for the charity, while funds are really being channeled towards a terrorist operation.

ANTI-MONEY LAUNDERING PROGRAM REQUIREMENTS

The AML compliance program, at a minimum, must include the following:

1. Incorporate policies, procedures, and internal controls based upon Transamerica Life & Protection's assessment of the money laundering and terrorist financing risks associated with its covered products;
2. The designation of an AML Compliance Officer who will be responsible for ensuring that the AML program is being implemented effectively, including monitoring compliance of its agents and brokers, that the AML program is updated and appropriate persons are educated and trained regarding AML issues;
3. Provide for ongoing training of appropriate persons (including employees and independent agents/brokers) concerning their responsibilities under the program; and
4. Provide for independent testing to monitor and maintain an adequate program.

CASH AND CASH EQUIVALENT TRACKING, MONITORING AND REPORTING

Cash and cash equivalents can be used to launder money from illegal activities. The government can often trace this laundered money through the reports of cash and cash equivalent required of businesses. Cash is defined as U.S. coin or currency. Cash equivalents are defined as cashier's check, bank draft, traveler's check, or money order having a face amount of \$10,000 or less, that is received either in a "designated reporting transaction" or in any transaction in which the recipient knows that the instrument is being used to avoid reporting of the transaction.

Transamerica maintains a database where payment by cash equivalents are entered and monitored for suspicious activity and reported to FinCEN via a SAR if appropriate.

KNOW YOUR CUSTOMER

One of the best defenses in any AML program is to "Know Your Customer". The full identification of our customer's and their business entities is important. Obtaining information of the source of funds used in a transaction and the source of a customer's wealth will help determine whether the customer transactions are within the scope of his/her capabilities or if they are suspicious. Identifying a customer's needs to determine the appropriateness of a product can help in this process. At this point, the application will be used to obtain the necessary information. If a customer attempts to circumvent any of the rules, the case should be evaluated with a more cautious eye.

OFFICE OF FOREIGN ASSETS CONTROL

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury administers and enforces economic and trade sanctions against targeted foreign countries, terrorism sponsoring organizations and international narcotics traffickers based on U.S. foreign policy and national security goals.

All U.S. persons or "persons subject to the jurisdiction of the U.S." must comply with OFAC regulations. This includes:

- 1) U.S. citizens and lawful permanent residents, wherever they are located;
- 2) people, companies, and other entities located in the U.S. (including foreign branches, agencies and offices of overseas companies located in the U.S.); and
- 3) all US companies (including insurance companies, broker-dealers, reinsurers, investment companies and other financial institutions), including their foreign branches. Some of the existing sanctions (such as those pertaining to Trading with the Enemy Act), also require compliance by all foreign subsidiaries of US companies.

OFAC regulations provide that all insurance contracts, securities accounts or assets in which there is a direct/indirect interest by Specially Designated Nationals ("SDN"), blocked persons, or individuals/entities from countries covered by applicable sanctions must be "blocked" or "frozen" against further withdrawals, transfers, changes in beneficiary, etc. "Blocked" accounts must be segregated by the broker-dealer or held in a separate account from the general account of an insurer, reported to Treasury within 10 days of discovery and, going forward, credited interest at a rate comparable to an interest bearing account at a bank with a similar deposit and duration. Rights in these policies may not be transferred without authorization from OFAC this includes changes in beneficiaries, assignments or pledges of an insured's interest under a blocked policy.

CRIMINAL AND CIVIL LIABILITY FOR MONEY LAUNDERING

18 USC §1956 entitled “Laundering of monetary instruments” makes it a crime to knowingly conduct a “financial transaction” with proceeds of “specified unlawful activity” with intent to: Conceal/disguise proceeds, promote the “specified unlawful activity, evade taxes or evade reporting requirements. “Specified unlawful activity” is defined to include, on a list of more than 170 crimes including:

- drug trafficking
- bribery of federal officials
- tax evasion
- counterfeiting
- terrorism
- theft, embezzlement by a bank employee
- environmental crimes
- fraudulent loan or credit applications
- fraud by or against a foreign bank
- hostage taking
- mail theft
- gunrunning
- murder for hire

18 USC § 1957 makes it a crime to knowingly, engage in or attempt to engage in a transaction involving monies or property derived from a “specified unlawful activity” of a value greater than \$10,000.

To establish a violation of §§1956 and 1957, the government must prove only that the person who conducted the transaction knew that the property involved was derived from an unlawful activity, not that the person who conducted or facilitated the transaction knew that the money derived from one of the specified unlawful activities or even from which criminal activity the money was derived. The standard of knowledge required is “actual knowledge” which, in many jurisdictions includes “willful blindness.” **Willful blindness is the deliberate avoidance of knowledge of a crime, especially by failing to make a reasonable inquiry about suspected wrongdoing despite being aware that it is highly probable.** Persons who ignore warning signs or “red flags” can be charged with and convicted of money laundering.

The penalties associated with money laundering are severe. Fines may be twice the amount of the transaction up to \$1 million. Property involved in the transaction may also be subject to seizure and forfeiture. Employees of financial institutions can be fined individually and sentenced to up to 20 years of imprisonment for knowing or being willfully blind to the fact that the transaction involved illegal funds.

Filing reports of cash or currency transactions, or suspicious activity detected by a company or individual will not excuse criminal liability for participating in money laundering. However, voluntary reports of suspicious activity and cooperation in any subsequent investigations into suspicious activity are among the mitigating factors outlined in prosecutorial discretion guidelines.

The Federal Sentencing Commission has promulgated binding sentencing guidelines to be imposed on any individual defendant or organization found guilty of any federal criminal offense, including money laundering. These guidelines took effect November 1, 1987 and provide that any corporation that adopts and implements a compliance program in line with the guidelines, can reduce by 30 -92%, fines and penalties associated with criminal activity, and avoid mandatory court-ordered probation.

ANTI-MONEY LAUNDERING TRAINING ACKNOWLEDGEMENT

I, _____ acknowledge that I have read and understand the Anti-Money Laundering Training for Agents materials. I agree to report any suspicious activity directly to Transamerica.

(Agent Name – please print)

(Signature of Agent)

(Date)

XXX - XX- ____
(Social Security Number – last four digits only)

TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY
TRANSAMERICA LIFE INSURANCE COMPANY
TRANSAMERICA CASUALTY INSURANCE COMPANY
(Collectively referred to as “Transamerica”)

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**FAIR CREDIT REPORTING ACT DISCLOSURE AND AUTHORIZATION OF
CONSUMER REPORT/INVESTIGATIVE CONSUMER REPORT DISCLOSURE**

Federal law requires you be advised that in connection with your application for appointment with Transamerica Casualty Insurance Company, Transamerica Financial Life Insurance Company and/or Transamerica Life Insurance Company (each individually referred to as “the Company”) for the purpose of selling its products, a consumer report and/or investigative consumer report may be prepared, whereby information is obtained through credit reporting agencies, previous employers, and regulatory, state and local law enforcement databases and others. Such information is used along with other criteria to help evaluate suitability for representing the Company’s products.

You have a right to request disclosure of the nature and scope of the investigation upon written request to our Administrative Office made within a reasonable time after the receipt of this notice. A Summary of Your Rights under the Fair Credit Reporting Act is attached hereto.

Para información en español, visite www.consumerfinance.gov/learnmore o escribe al Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies.

See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or in some cases a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G Street N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	b. Federal Trade Commission: Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357

TYPE OF BUSINESS:	CONTACT:
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
3. Air carriers	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
4. Creditors Subject to the Surface Transportation Board	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
5. Creditors Subject to the Packers and Stockyards Act, 1921	<p>Nearest Packers and Stockyards Administration area supervisor</p>
6. Small Business Investment Companies	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416</p>
7. Brokers and Dealers	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>

Business Information Group, Inc.
A Vertical Screen® Company
Attn: Consumer Disclosure
P.O. Box 541, Southampton, PA 18966
Toll-free phone – 800-260-1680

“1994 Crime Act” Notice To Applicants

The Violent Crime Control and Law Enforcement Act of 1994 (“1994 Crime Act”) makes it a federal crime to:

1. knowingly make false material statements in financial reports submitted to insurance regulators;
2. embezzle or misappropriate monies or funds of an insurance company;
3. make material false entries in the records of an insurance company in an effort to deceive officials of the company or regulators regarding the financial condition of company; or
4. obstruct an investigation by an insurance regulator.

The 1994 Crime Act also makes it a federal crime for individuals who have been convicted of a felony involving dishonesty, breach of trust, or any of the offenses listed above to willfully participate in the business of insurance. The law provides an exception where an individual who has been convicted of any of the felonies described above has obtained written consent to work in the insurance business from any insurance regulatory official authorized to regulate the company.

The penalties for violating this law can range up to \$50,000 in civil fines and five to fifteen years in prison.

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**CODE OF PROFESSIONAL CONDUCT
FOR PRODUCERS AND EMPLOYEES
OF
the Transamerica Companies¹
(the “Company”)**

Revised June 2012

As a Company, we are committed to treating our customers fairly and ethically. That is why we have adopted this Code for our producers and employees. Our producers (the individuals and firms authorized to sell our products) have a responsibility to treat our customers fairly and ethically. Our employees—who support our producers and serve our mutual customers—share that responsibility and trust. The Company applies the following Principles to its markets and lines of business.

PRINCIPLES

The Company commits itself, in all of its markets and business, to:

- Conduct business according to high standards of honesty and fairness and to treat our customers as we would expect to be treated.
- Provide competent and customer-focused sales and service.
- Compete fairly.
- Provide advertising and sales material that is clear, honest and fair.
- Handle customer complaints and disputes fairly and promptly.
- Maintain a system of supervision and monitoring reasonably designed to demonstrate the Company’s commitment to and compliance with these principles.

¹ “Transamerica Companies”, as used in this Code, refers to the life insurance companies and any non-securities affiliates of the Transamerica group of companies. This Code applies to those companies and to their products, including insurance products and non-insurance products. This Code does not apply to our securities affiliates (e.g., affiliated broker-dealers, investment advisers, transfer agents, mutual fund complexes, investment companies and life insurance company separate accounts) because they are each required by their securities regulators to have their own unique compliance framework, policies and procedures.

In addition, the Company has adopted the following Policies specific to the Company's products (referred to as "Products").

POLICIES

It is the policy of the Company, in the sale of Products, to:

- **Meet the needs of its customers.**
 - The Company will enter into transactions which assist customers in meeting their needs and objectives.
 - The Company will have procedures designed to reasonably assure that recommendations made by producers (or by the Company if no producer is involved in the sale) to purchase individual annuity and long-term care Products are suitable based upon relevant information obtained from customers.
 - The Company will maintain a process to comply with laws and regulations that are related to this Code in the marketing and sale of Products.
 - The Company, in cooperation with consumers, regulators, producers and others, will proactively seek to improve the industry's practices for marketing and sales of Products.
 - The Company has adopted and will support the concepts in this Code of Professional Conduct.
 - The Company will take corrective action upon identifying any violations of this Code.
- **Use qualified and trained distributors and employees.**
 - The Company will have appropriate criteria or guidelines for selecting producers and appropriate employees of good character and business repute who have appropriate qualifications.
 - The Company will ensure that producers are licensed, appointed (where necessary), and meet other applicable state requirements required to solicit the Company's Products.
 - Training will be provided or made available to producers and appropriate employees, on how to comply with laws and regulations, with Company procedures, and with this Code, in the marketing and sale of Products, as appropriate to the distribution system.
 - Information will be provided or made available to producers and appropriate employees about the Company's applicable Product(s) and the features and operation of the product(s). The information may be provided or made available through various methods, including: sales, marketing, or other descriptive product materials; manuals; training or training materials; software; Web sites or system-based information; or other appropriate means.
 - The Company will encourage producers and appropriate employees to participate in continuing education designed to provide current knowledge regarding products, industry issues and emerging trends.

POLICIES (con't)

- **Compete fairly.**
 - The Company will engage in fair and active competition in the marketing and sales of its Products. To accomplish this, the Company, and, where appropriate, its producers and its employees involved in the sales process, will:
 - a) Maintain compliance with the applicable state and federal laws fostering fair competition; and
 - b) Refrain from disparaging competitors.
 - Where the sale of an Insurance Product involves a replacement, the Company and, where appropriate, its producers will:
 - a) Provide consumers with information they need to ascertain whether a replacement is appropriate—including reasons why replacement might not be appropriate; and
 - b) Have procedures to review replacement activity which include a system for tracking, identifying and addressing deviations from the Company's replacement policies and procedures.
- **Sell fairly and use clear and accurate sales materials.**
 - Advertising and sales material that is designed to lead to sales or solicitation of the Company's Products should be presented in a manner consistent with the needs of the customer. Such advertising and sales material will be based upon the principles of fair dealing and good faith and will have a sound basis in fact.
 - Such materials that are presented as part of a sale are clear and understandable in light of the complexity of the product being sold.
 - Such materials are not permitted to be used in the sale of the Company's Products unless and until they are reviewed and approved by the Company for compliance with this Code and with applicable laws and regulations related to advertising, unfair trade practices, sales illustrations and other similar provisions.
 - The Company will maintain procedures designed to reasonably assure that sales illustrations or other representations of premiums and considerations, costs, values and benefits are accurate, fair, and complete and contain appropriate disclosures. Where appropriate, guaranteed and non-guaranteed elements will be clearly identified, distinguished and explained.

POLICIES (con't)

- **Appropriately handle and monitor complaints.**
 - The Company will identify, evaluate and handle customer complaints in compliance with applicable laws and regulations.
 - The Company will provide an easily accessible way for customers to communicate complaints.
 - The Company will maintain policies and procedures designed to reasonably assure that customer complaint information gathered is analyzed and efforts are made to eliminate their root causes.
 - The Company has policies and procedures to reasonably assure that it makes good faith efforts to resolve complaints and disputes.
- **Supervise and monitor.**
 - The Company's management has established and will enforce policies and procedures reasonably designed to demonstrate the Company's commitment to and compliance with this Code.
 - The Company's system of supervision over the sales and marketing activities of its producers and appropriate employees relating to its Products is designed to reasonably assure compliance with this Code. In appropriate distribution systems of independent producers, the Company may agree that a producer's firm or other independent intermediary will perform supervisory responsibilities as specified in a written agreement with the firm or intermediary.
 - The Company will train appropriate employees on this Code, relevant Company compliance policies and procedures, and applicable laws and regulations.
 - The Company will monitor the sales and marketing practices of its producers and appropriate employees to ensure compliance with this Code and applicable laws and regulations.