



Contracting Checklist

A contract with Legacy Marketing Group (Legacy) is required in order to access the exclusive products we offer through our carrier partners. The following items are required to process your contract with Legacy:

- For all contract levels other than LOA, a signed Producer/Wholesaler Application and Agreement (11352v0617), and a signed and dated Consumer Release Authorization and Fair Credit Reporting Act Disclosure (LMG4087v 0617)
- For LOA producers only, a License Only Application including the Appointment Authorization and License Agreement (LMG1029Fv1394), along with a signed and dated Release Authorization and Fair Credit Reporting Act Disclosure form (LMG4087v0617) – *LOAs can only be contracted as an individual, not as a corporation.*
- A completed Authorization for Automatic Deposit (EFT) form (2783Fv1015), along with a copy of a voided check – ***required for all producers*** except LOA agents. *Not submitting this form will cause a delay in the payment of commissions.*
- For all corporations, LLCs, or partner, we must receive either a copy of the Articles of Incorporation, Corporate Resolution, or Partnership Agreement that confirms the Principal Officer listed on the Producer/Wholesaler Application and Agreement is an officer of the corporation or a partner.
- Evidence of Errors & Omissions (E&O) insurance -
 - For all Wholesaler contract levels (RVP, NVP, and EVP), E&O liability limits no less than \$1 million per occurrence and \$2 million per policy aggregate, or agent aggregate if insured as part of a group, are required and coverage must extend to include Fixed Indexed Annuities. *If you are contracting as a corporation, the evidence of E&O insurance must include the name of the corporation as a covered party or additional insured.*
 - For all other contract levels (LOA, Broker, GA, MGA, and RD), E&O liability limits no less than \$1 million per occurrence and \$1 million per policy aggregate, or agent aggregate if insured as part of a group, are required and coverage must extend to include Fixed Indexed Annuities. *If you are contracting as a corporation, the evidence of E&O insurance must include the name of the corporation as a covered party or additional insured.*

NOTICE: Evidence of current E&O coverage must be on file at Legacy prior to paying commissions on all applications. *If evidence is not received, new business commissions may be delayed and/or held.*

Please submit LEGACY contracting paperwork via email to – DS-LegacyLC@dell.com or
Via fax (800) 813-6095 - Attn: Legacy L&C

LEGACY MARKETING GROUP®

2090 Marina Avenue, Petaluma, CA 94954-6714

Please mail form to: Licensing & Contracting Team • P.O. Box 81728, Lincoln, NE 68501 • Telephone 800-300-0519 • Fax 800-813-6095

Producer/Wholesaler (IMO) Application and Agreement

PART I — Applicant is An Individual Corporation LLC Partnership (Please attach copy of Partnership Agreement.)

I understand that I cannot solicit applications for the company(ies) until I am contracted with LMG and duly licensed and appointed with LMG's Authorized Insurance Companies in the states that require such licensing and appointment.

PART II — APPLICANT NAME AND ADDRESS INFORMATION Mr. Ms.

Last Name _____ First Name _____ Middle Initial _____ SSN _____ - _____ - _____

Business Name _____ TIN/EIN _____ DOB _____ / _____ / _____

(Please view general instructions concerning Taxpayer Identification Number (TIN) information on www.legacynet.com.)

Business (Principal) Address _____

Residential Address _____

Business Phone Number _____ - _____ - _____ Home Phone Number _____ - _____ - _____ Fax Number _____ - _____ - _____

Cell Phone Number _____ - _____ - _____ E-Mail Address _____

Beneficiary Name _____ Beneficiary Date of Birth _____ / _____ / _____ Beneficiary SSN _____ - _____ - _____

PART III — APPOINTMENTS

For states that require appointment prior to solicitation, which insurance company do you want to be appointed with? _____

PART IV — BACKGROUND INFORMATION

Violent Crime Control and Law Enforcement Act of 1994: The Violent Crime Control and Law Enforcement Act of 1994 (the "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 the 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. Willfully participating in the business of insurance includes acting as an insurance agent. Penalties for violating the 1994 Crime Act include civil fines up to \$50,000 and imprisonment for up to 15 years.

Will you be in violation of the 1994 Crime Act if you act as an insurance agent? Yes No

The applicant must answer the following questions. If the applicant is an entity, such as a corporation or partnership, the questions apply to the entity and to each of its principals and officers.

If the answer to any questions is "Yes," a detailed explanation must be provided on a separate sheet, with supporting documentation attached:

1. Do you have any outstanding debt(s) with any insurance marketing or insurance company(ies) as a result of a commissions chargeback? Yes No
2. Have you ever filed for bankruptcy? Yes No
3. Have you ever been charged with, convicted of, or pled no contest to a felony or misdemeanor? Yes No
4. Do you currently have, or have you ever had, an insurance or securities license denied, suspended, or revoked or been the subject of an administrative or regulatory action by any state or federal regulatory agency? Yes No
5. Do you currently have a state, federal, or other taxing authority tax lien? Yes No
6. Have you ever been refused a bond or had a bond cancelled (other than for non-payment)? Yes No
7. Are you currently, or have you ever been, involved in any litigation and/or collection matters? (You may omit matters of family law.) Yes No

PART V — DECLARATION AND SIGNATURE

Under penalties of perjury, I certify that: (a) My Social Security Number or Taxpayer Identification Number shown on this form is correct (or I am waiting for a Taxpayer Identification Number to be issued to me); (b) I am not subject to backup withholding because: (i) I am exempt from backup withholding, (ii) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding; and (c) I am a U.S. citizen or other U.S. person.

I hereby certify that I have truthfully answered the above questions to the best of my knowledge and have read and accept all the terms and conditions of Legacy Marketing Group's Producer/Wholesaler (IMO) Agreement, as amended from time to time, which is incorporated herein by reference. My signature on the application represents my signature on the Agreement.

Print Applicant Name _____ Applicant Signature _____ Date _____

(IF CORPORATION, TITLE)

(OR APPLICANT'S AUTHORIZED REPRESENTATIVE, IF CORPORATION)

PART VI — SIGNATURE SECTION (IMMEDIATE UPLINE ONLY)

I have reviewed the contract, and to the best of my knowledge, the applicant has answered all questions accurately. Recommended Contract Level _____

Print Upline Name _____ Upline Signature _____ Upline Producer Number _____

Consumer Report Authorization and Fair Credit Reporting Act Disclosure (Authorization)

In connection with determining my eligibility to be contracted with Legacy Marketing Group* ("Legacy") and/or appointed as an agent of any of Legacy's Authorized Insurance Companies, I understand that Legacy or its affiliates will obtain credit and/or investigative consumer reports on me. I understand the investigative reports may contain information regarding my criminal record, credit history, driving record, education record, and job history or information otherwise bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristic, or mode of living. I understand that this information will be used by Legacy or its affiliates or Legacy's Authorized Insurance Companies to make decisions about contract and/or appointment.

I understand that Legacy or its affiliates or Legacy's Authorized Insurance Companies may disclose to a third party any reports referred to in this Authorization, including information obtained in the future and/or any information relating to any termination of my contract and/or appointment and I authorize Legacy and/or its affiliates or Authorized Insurance Companies to disclose any such information.

By signing this form, I authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies to release such information to Legacy or any of its affiliates or Authorized Insurance Companies. I agree to keep this Authorization in effect during the term of my contract with Legacy or during the term of my appointment with any Authorized Insurance Company. I acknowledge that Legacy and/or its affiliates or Authorized Insurance Companies may use this form to procure a future report based upon this Authorization. A photocopy of this Authorization shall be deemed as valid as the original.

I also authorize Legacy to share with any of its affiliates or Authorized Insurance Companies with which I may contract or be appointed with now or in the future any credit reports and consumer investigation reports that may be obtained. I also authorize Legacy to continually obtain credit reports and consumer investigation reports in the future without prior approval by me and without notice by Legacy or its affiliates or its Authorized Insurance Companies for as long as I may be contracted with Legacy and/or appointed with any Authorized Insurance Company.

Applicant's Printed Name _____
(If Corporation, include name of licensed principal officer)

Applicant's Signature _____
(If Corporation, signature of licensed principal officer)

Date _____

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. §1681, *et seq.*, is available at the Federal Trade Commission's website (<http://www.ftc.gov>). 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.

A complete and accurate disclosure of the nature and scope of these reports, if made, will be provided to you by U.S. mail per your request (please initial below).

_____ Yes, I would like a copy of my credit report mailed to me.

Report Disclosures for California, Maine, Minnesota, Oklahoma, and Washington residents only.

Pursuant to the laws and regulations of the states of California, Maine, Minnesota, Oklahoma, and Washington, you are hereby notified that consumer credit report and debit balance verification will be obtained through the following in connection with this Authorization:

Business Information Group
PO Box 542
Southampton, PA 18966
www.bigreport.com
800-260-1680

Vector One
PO Box 12368
Scottsdale, AZ 85267
www.vector-one.com
800-860-6546

AUTHORIZATION FOR AUTOMATIC DEPOSIT (EFT)

By signing this form, you are authorizing Legacy Marketing Group® (Legacy) immediately to remove any existing Assignment of Commissions agreement that is associated with the Producer number noted below prior to processing this request for Electronic Funds Transfer (EFT) of commissions.

All requests for automatic deposit are subject to approval by Legacy.

PRODUCER NUMBER:	DATE:
PRODUCER NAME (as contracted with Legacy Marketing Group):	
<p>I hereby authorize Legacy Marketing Group (Legacy) to initiate credit entries, and if necessary, initiate debit entries and/or adjustments for any credit entries made in error, to my account at the Financial Institution indicated below. If the account indicated below is owned/joint owned by an entity or individual with whom Legacy has no contractual relationship, I attest that I am the owner/joint owner or an authorized principal of the entity. I represent that I have the authority, or am appropriately authorized to grant Legacy the ability to make withdrawals or deposits to the account indicated below. I further agree to indemnify and hold harmless Legacy from any and all claims, liability, costs and expenses, including reasonable attorneys' fees and collections, arising out of the reliance on the aforementioned representations and warranties.</p> <p>Furthermore, I understand that any commissions earned as an individual will be subject to the issuance of a form 1099-MISC in my name and SSN, regardless of whether or not those commissions are deposited into an account held by a corporation, third party, or any other individual or entity.</p> <p>This authorization is to remain in effect until such time as Legacy has received my written notification requesting the termination of such authority and shall afford both Legacy and the Financial Institution a reasonable opportunity to act upon the removal request.</p>	
Financial Institution Name:	
Address:	
City:	State:
ZIP Code:	
Telephone Number:	
Account Type (select one only): <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Routing (ABA) Number:	
Account Number:	

Please attach a copy of a voided check*

*If voided check is not available, please include a letter from the financial institution confirming the routing (ABA) number, account number, and account holder's name(s).

Producer Signature: _____ Date: _____

**Mail, fax, or e-mail completed form and copy of voided check from the account listed above to:
Licensing and Contracting • P.O. Box 81728, Lincoln, NE 68501
ds-legacylc@dell.com • Fax (800) 813-6095**

Legacy Marketing Group®

PRODUCER/WHOLESALE (IMO) AGREEMENT

This Producer Agreement is made by and between the “Producer” and Legacy Marketing Group® (hereinafter referred to as “LMG”). “Producer” shall be deemed to include those wholesale Producers known as Wholesalers or IMOs. This Agreement becomes effective upon acceptance by LMG.

Producer hereby authorizes LMG to cause Producer to be appointed with any insurance company having a marketing agreement with LMG (collectively “Authorized Insurance Companies”).

1. Independent Contractor and Scope of Authority

The Producer is not an employee of LMG but is an independent contractor free to contract with other insurance companies any time during the term of this Agreement. Producer agrees that LMG will not dictate when and where Producer may work, nor shall LMG determine Producer’s manner of work. The Producer may represent Authorized Insurance Companies in any state in which the Producer is properly licensed and appointed and such Authorized Insurance Companies are duly licensed. Producer will not attempt to represent the Authorized Insurance Companies in a state where Producer is not properly licensed and appointed or in which the Authorized Insurance Company is not duly licensed.

2. LMG Rights and Obligations

LMG shall pay commissions (including trailing, overrides, and renewals) to Producer in such amounts at such times and upon such terms and conditions as provided solely in this Agreement and in applicable Compensation Schedules established and amended periodically by LMG. Should the schedules and this Agreement conflict, the schedules shall control. To qualify to receive such commissions, the Producer must comply with the terms, provisions, and covenants of this Agreement, including those terms, provisions, and covenants that survive the termination of this Agreement.

The Producer is vested as to any commissions earned prior to termination of this Agreement. Producer’s right to receive commissions, regardless of any vesting in such commissions or bonuses, ceases immediately upon the termination of this Agreement for cause or upon Producer’s violation of Sections 3, 8, 10, or 11 of this Agreement. If the Producer dies, Producer’s beneficiary, as designated by Producer in the corresponding Producer Application, shall be entitled to all commissions to which Producer would have been entitled had Producer not died. Producer shall have the right to change the beneficiary for the purposes of Section 2 any time by providing written notice of same to LMG. LMG’s obligation to pay any vested commissions to Producer’s beneficiary shall cease if such beneficiary does not possess insurance agent licensure, if so required by law. If a beneficiary has not been designated, LMG’s obligation to pay any such commissions hereunder shall cease.

Commissions shall be as stated in the Compensation Schedules, which may be amended with Notice to the Producer. “Notice” may consist of written notices distributed to Producer or posted on LMG’s secure website, and shall be considered given once distributed or posted. Producer expressly agrees that LMG may revise commission rates. LMG will attempt to provide 30 days’ Notice of any commission rate change to Producer, unless economic, regulatory requirements, or unforeseen circumstances or conditions arise or as mandated by an Authorized Insurance Company that requires less Notice.

If LMG possesses commissions owed to Producer as the result of Producer’s failure to notify LMG of Producer’s current address, and LMG has made reasonable attempts to locate Producer, Producer expressly waives any rights thereto.

If total commissions to Producer or Producer’s beneficiary during any calendar year following termination of this Agreement shall be less than \$500, the obligation of LMG to make additional payments hereunder to Producer or Producer’s beneficiary shall terminate as of the end of such calendar year, and LMG shall be relieved of any further obligations under this Agreement. Furthermore, LMG may offset against any commission due Producer or Producer’s Downline Hierarchy under this Agreement any past, present, or future debts that Producer or Producer’s Downline Hierarchy owe LMG, any of its affiliates, or Authorized Insurance Companies. Such indebtedness will be a first lien on any commissions due Producer or Producer’s Downline Hierarchy.

LMG may require Producer to pay LMG and/or the Authorized Insurance Companies a fee for processing the Producer’s resident and/or nonresident initial appointment and appointment renewals and/or appointment terminations with any of the Authorized Insurance Companies. In addition, Producer may be required to pay resident and/or nonresident licensing and/or appointment fees, depending on the Authorized Insurance Company. Producer acknowledges and agrees that he/she shall be responsible for all expenses and that neither LMG nor the Authorized Insurance Company shall bear any obligation for such expenses.

LMG, the Authorized Insurance Companies, or their duly authorized auditors, shall have the right to perform on-site audits of Producer’s records pertaining to any business underwritten by the Authorized Insurance Companies. Further, such audits may encompass the examination, inspection, or copying of the records as well as interviews with Producer and/or Producer’s staff pertaining to any business underwritten by the Authorized Insurance Companies. LMG at its discretion or any Authorized Insurance Company may refuse any application submitted. Such application may be rejected without a specified reason. .

3. Producer Rights and Obligations

The Producer agrees that the commissions payable by LMG during the term of this Agreement for services performed hereunder shall be full compensation for such services, and that the Authorized Insurance Companies have no obligation related thereto. The Producer shall maintain accurate and current records of all transactions entered into pursuant to this Agreement, including commissions related thereto. The Producer hereby agrees to notify LMG in writing within fifteen (15) days of receipt of any information regarding any transaction that is inconsistent with the Producer’s records or, in the opinion of the Producer, otherwise not accurate.

The Producer promises that he/she shall not without the express written permission of LMG and/or the affected Authorized Insurance Company:

- Sign any contract, or open or continue to have any bank account, checking or savings, or any other investment account, or open any charge account or secure credit in the name of LMG or any Authorized Insurance Company.
- Incur any indebtedness, obligation, or liability in the name of LMG or any Authorized Insurance Company.
- Deposit to the Producer’s personal or business account or endorse any check, money order, or similar instrument made payable to LMG or any Authorized Insurance Company.
- Accept premium checks from clients made payable to Producer or LMG.
- Modify, print, or create any correspondence, form, advertisement, or brochure describing or naming LMG or any Authorized Insurance Company or its products.
- Make, alter, modify, endorse, or discharge any contract.

- Use LMG's or any Authorized Insurance Company's name or trademark or service mark of the insurance contracts or other products that this Agreement authorizes the Producer to sell except as permitted herein.
- Approve any application for insurance or acknowledge the existence of insurance.
- Offer tax or legal advice regarding a contract for any Authorized Insurance Company or to customers contemplating the acquisition of a contract.

The Producer agrees to comply with all contract regulations, guidelines, field bulletins, inserts, rules, notices, or correspondence and Compensation Schedules, hereinafter referred to as "Notification(s)," that may be issued periodically by LMG and any Authorized Insurance Companies. Producer acknowledges and agrees to accept notifications via facsimile, telephone including pre-recorded messages, text messages, and e-mail. Failure to do so will, at the discretion of LMG, result in the termination of this Agreement. Producer shall become familiar with all Notifications maintained in the office of the Producer's Immediate Upline. The Producer acknowledges that LMG has supplied the Producer with all such Notifications and related materials issued by LMG and maintained by the Authorized Insurance Companies. Producer acknowledges that he/she is responsible for reviewing any and all such materials, including updates, sent by LMG or posted to LMG's secure website regarding changes in procedure or requirements for LMG or the Authorized Insurance Companies. Producer is obligated to frequently review LMG's secure website, which publishes some of this information, and Producer recognizes that the content of the website pertaining to this required information may change and be updated periodically. The Producer shall have the continuing duty to maintain a current address and e-mail address with LMG as well as to notify LMG within five (5) business days if Producer has been charged with a felony, pled guilty or nolo contendere to a felony, had an insurance or securities license denied, suspended, or revoked or been the subject of an administrative or regulatory action, or filed for bankruptcy protection or an assignment for the benefit of any creditor.

The Producer agrees that he/she shall comply strictly with: (i) this Agreement, including those documents expressly incorporated by reference; (ii) any other business contract that he/she may have as a result of being independently contracted with LMG; (iii) all federal, state, and local laws, ordinances, and regulations governing the insurance and securities applicable to his/her businesses. The Producer agrees to keep abreast of developments in the insurance and securities areas and that his/her failure to strictly comply with any of the foregoing, without limitation, is cause for termination of this Agreement. By signing herein, Producer acknowledges that he/she has received and read any Authorized Insurance Company's Market Conduct Guide and/or Notifications posted on LMG's secure website and reviews them periodically to refresh his/her understanding and to become aware of any updates or changes. Producer agrees to comply with all provisions contained in the Market Conduct Guide, as amended periodically, and all other present and future Notifications of any nature issued by LMG or its Authorized Insurance Companies with respect to market conduct, suitability, and/or regulatory issues. Furthermore, Producer agrees to adhere to any Notifications as set forth by the Authorized Insurance Companies pertaining to any business underwritten by them.

The Producer consents to the release of any information in the Producer's file, including true and complete copies of such information, to: LMG, its officers, or its attorneys; LMG affiliates; any of LMG's Authorized Insurance Companies; any governmental or regulatory agencies; or any third party pursuant to a subpoena duces tecum. Producer shall cooperate at all times with LMG or an Authorized Insurance Company in any inquiry, claim, or investigation as it may relate to the business of LMG or an Authorized Insurance Company, including any judicial or administrative proceeding. Further, Producer shall promptly notify LMG or an Authorized Insurance Company of the receipt of any complaint or

other similar communication relating to the business of LMG or an Authorized Insurance Company.

Producer agrees to immediately repay LMG all commissions paid Producer if: (1) an Authorized Insurance Company and/or LMG cancels a contract for any reason and refunds all or a portion of the premiums for such contract or (2) an Authorized Insurance Company issues a contract as applied for and the contract is returned for cancellation or nonacceptance by the applicant. Producer hereby assigns to LMG all commissions otherwise payable to the Producer by LMG, its affiliates, or Authorized Insurance Companies to the extent necessary to satisfy Producer's indebtedness to LMG pursuant to this Agreement. Commission adjustments will first be charged back to the account of the writing Producer. If LMG deems such chargeback to be uncollectible, Producer guarantees unconditionally and agrees to accept all financial responsibility and indebtedness for his/her Downline Hierarchy. In addition, Producer agrees to pay any costs, expenses, or legal or collection fees associated with LMG's collection of Producer's or his/her Downline Hierarchy's debit balance. LMG reserves the right to charge interest on any indebtedness due and payable to LMG at a rate of one percent (1.0%) per month or the highest amount allowed by law, whichever is less.

As used in this Agreement, the term "Downline Hierarchy" shall mean and include (i) all persons recruited by Producer and appointed with any Authorized Insurance Company and/or any company owned by or having an agreement with LMG, (ii) all persons recruited by persons included in (i), (iii) all persons recruited by persons included in specification (ii), and (iv) any person whose relationship with LMG follows directly from any of the other persons named in this paragraph after the effective date of this Agreement. Producer agrees and understands that Producer is responsible for the training, supervision, and monitoring of his/her Downline Hierarchy.

Producer agrees and understands that this Agreement does not give Producer the authority to act on LMG's or an Authorized Insurance Company's behalf to change or delete any question, statement, or answer on any application; to change or delete any provision of any contract; to waive forfeitures; to extend the time for paying any premium; to quote rates other than those published by LMG or an Authorized Insurance Company. Producer shall not extend credit for the purpose of purchasing insurance with an Authorized Insurance Company, accept notes, or obligate LMG or any Authorized Insurance Company in any manner not specifically authorized by this Agreement. Producer shall not approve any application for insurance; acknowledge or represent the existence of insurance with an Authorized Insurance Company that is not in force, or adjust or settle a claim or make any representation or state any opinion regarding the validity or payment of a claim.

Producer agrees to forward immediately to LMG any written complaint or grievance that he/she receives from a policyholder or regulatory entity or any summons or complaint advising that Producer, LMG, or any Authorized Insurance Company has been named as a defendant in a lawsuit concerning LMG or any Authorized Insurance Company or its products. Further, if LMG or an Authorized Insurance Company receives a written complaint from any policyholder or regulatory entity concerning Producer, Producer shall provide a written response to such complaint, if so requested by LMG and/or Authorized Insurance Company, within the requested time frame. Producer acknowledges that policyholder and Producer telephone calls may be monitored and/or recorded and consents to such. Producer hereby authorizes and directs LMG to accept and act on telephone instructions from Producer, who must furnish proper identification, which may include the Social Security or tax ID number, or other manner of identity verifications.

Producer shall be responsible for all documents submitted to LMG by Producer or on Producer's behalf, including any document using stamped or electronic signatures. Producer agrees that Producer will be liable for any loss (to LMG, any third party, or Producer) associated with his/her use of stamped or electronic signatures, and agrees to take reasonable

security precautions to ensure that access is limited solely to explicitly authorized persons. Producer agrees to adhere to any LMG or Authorized Insurance Company's policies or guidelines concerning the transfer of hierarchies. Furthermore, Producer agrees not to terminate this Agreement and seek to be re-contracted in an attempt to circumvent LMG's transfer of hierarchy policies. Producer shall maintain errors and omissions insurance coverage in an amount acceptable to LMG with respect to the policies that Producer sells pursuant to this Agreement.

Producer shall not initiate, institute, or prosecute any action or proceeding, whether or not brought in the name of LMG or any Authorized Insurance Company, which may in any way involve, affect, or relate to LMG or any Authorized Insurance Company.

Producer shall not solicit applications: (a) in a manner prohibited by or inconsistent with any law, regulation, or rule of any entity having jurisdiction as such laws, regulations, and rules change from time to time; (b) in a manner prohibited by or inconsistent with LMG's or Authorized Insurance Companies' Notifications or Market Conduct Guide as it may be changed from time to time; (c) in a manner prohibited by or inconsistent with the terms and conditions of this Agreement; and (d) in a manner otherwise inconsistent with ethical standards.

Any recommendation by Producer to any insured, annuitant, or owner, or prospective insured, annuitant, or owner to purchase LMG's or an Authorized Insurance Company's products must adhere to any standard of care required by applicable law. Producer is solely responsible for compliance with any applicable standards of care, including the Impartial Conduct Standards. Producer is responsible for knowing and complying with the requirements of the Department of Labor's Fiduciary Rule, including its exemptions. Producer is responsible for providing any and all necessary disclosures and agreements, and disclosing its relationship with an Authorized Insurance Company. Producer acknowledges that LMG or any of its Authorized Insurance Companies are not a Financial Institution or a fiduciary as defined within the rule, or for any other purpose and do not provide impartial advice. LMG or its Authorized Insurance Companies have not undertaken to provide any supervisory authority or responsibility for Producer's compliance with any applicable standard of care.

4. Contract Delivery

Contract delivery shall be made only if, at the time of delivery, the health of the proposed insured, annuitant, or owner meets the standards for the rating class of the contract (if applicable) and the first premium has been fully paid. Delivery must be made within thirty (30) days of the contract issue date. Any contract not delivered within such period shall be immediately returned to the issuing Authorized Insurance Company. Producer agrees to repay LMG and/or the Authorized Insurance Company all costs of underwriting requirements and contract issuance or reissuance if an Authorized Insurance Company issues a contract as applied for and (1) the contract is returned for cancellation on account of nonacceptance by the applicant or (2) the contract is reissued at the Producer's request.

5. Premium Collection

All insurance or annuity premium shall be paid by check or wire transfer made payable to the applicable Authorized Insurance Company and sent directly to its Administrative Office.

6. Hold Harmless

The Producer hereby agrees to indemnify and hold harmless LMG and its affiliates or subsidiaries, and the Authorized Insurance Companies, their subsidiaries and/or affiliates and all their respective officers, directors, agents, and employees, from and against any and all liability, claims, damage, and expense, of any nature whatsoever, contingent or otherwise, that are asserted, incurred, and/or imposed against them as a result of any and all acts or omissions of the Producer and/or of Producers who have been recruited by the Producer or who are in the Producer's Downline Hierarchy. To secure the promise of indemnification, and for any loans

made by or other amounts owed to LMG or any Authorized Insurance Company, the Producer hereby assigns to each indemnified party any commissions, otherwise payable to the Producer by LMG or Authorized Insurance Company, to the extent necessary to satisfy the indemnified party with respect to any such indemnified loss.

7. Resolution of Disputes by Mediation, Then Arbitration

The parties hereto agree that, except as specifically provided to the contrary in this Agreement, if a dispute arises out of or relates to this Agreement or any claimed breach thereof, or arises out of or relates to the relationship between the parties, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association in Petaluma, CA, under its Commercial Mediation Rules before resorting to arbitration. If the dispute is not settled by mediation, the parties agree that any controversy or claim arising out of or relating to this Agreement or any claimed breach thereof, or arising out of or relating to the relationship between the parties, shall be settled by arbitration administered by the American Arbitration Association in Petaluma, CA, under its Commercial Arbitration Rules. Judgment on an award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, LMG shall retain the right to enforce Sections 8, 9, and 10 herein through a civil action filed in state or federal court seeking injunctive relief, specific performance, or any measure of applicable damages. The Producer expressly consents and submits to the jurisdiction and venue of the U.S. District Court for the Northern District of California and the state courts sitting in Sonoma County, California, with respect to any such dispute.

Except as specifically provided to the contrary in this Agreement, the parties expressly waive the right to litigate in a judicial forum all disputes. The parties further agree that the findings of fact and conclusions of law issued by the Arbitrator(s) shall be binding on them in any subsequent arbitration, litigation, or other proceeding. However, notwithstanding the foregoing, LMG shall not be required to negotiate, arbitrate, or litigate as a condition precedent to taking any action under this Agreement, including, without limitation, terminating this Agreement or taking any action with respect to this Agreement.

8. Non-Solicitation of Producers and/or LMG Employees

The Producer agrees he/she shall not, directly or indirectly, at any time during the term of this Agreement or within two (2) years after termination of the Agreement: (i) induce or attempt to induce any person then a Producer of LMG, or any LMG staff member, to terminate his/her relationship with LMG; or (ii) solicit, induce, or attempt to hire any such person to sell or solicit insurance for any other insurance company or insurance agency. Producer acknowledges that such prohibited actions would constitute unauthorized interference with LMG's contractual relationship with its Producers and/or LMG's administrative staff.

9. Non-Solicitation of Policyholders

Producer agrees that during the term of this Agreement and for two (2) years after termination of this Agreement, Producer shall not, directly or indirectly, contact any existing policyholder of any Authorized Insurance Company for the purposes of soliciting such policyholder with an existing long-term care insurance, life insurance, annuity, or other type of insurance contract with any Authorized Insurance Company to replace same with another such contract.

10. Trade Secret and Confidential Information

Producer agrees that he/she shall not, directly or indirectly, use or reveal during the term of this Agreement, and for two (2) years after termination of this Agreement, any LMG Confidential Information or Trade Secrets, including any prospective or existing policyholder list or Producer list, whether obtained from LMG, or any person, directly or indirectly, or compiled by or on behalf of the Producer. The Producer agrees that immediately upon the termination of this Agreement, he/she shall return,

or (at the direction of LMG) destroy, all documents, files, and lists containing any such Confidential Information or Trade Secrets.

For the purposes of Section 10 of this Agreement, the following definitions apply: A "Trade Secret" is, as defined in West's Ann.Cal.Civ.Code §3426.1(d), information, including a formula, pattern, compilation, program, device, method, technique, or process that: (i) derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. "Confidential Information" includes any information that, although, perhaps not a "Trade Secret" as defined above, is information to which LMG (or its affiliates) or the Authorized Insurance Companies limit access, and the secrecy of which they attempt to maintain in a demonstrable manner, including, but not limited to: all information accessed on LMG's secure website (<https://secure.legacynet.com>), including product information; interest rates; proprietary products; or commission information.

The Producer expressly acknowledges and stipulates that there is no adequate remedy at law for violation of the covenants contained in Section 10 of this Agreement. Accordingly, the Producer agrees that LMG shall be entitled to apply for injunctive relief or specific performance, and to enjoin any threatened or further violations of any of the covenants contained herein, and shall be entitled to any appropriate measure of damages. In addition to LMG's rights to enforce the above covenants, the Producer agrees and understands that if he/she breaches any of the provisions of Sections 8, 9, or 10, no further commissions shall accrue or be paid under this Agreement and, upon notice from LMG, any indebtedness of the Producer to LMG shall be immediately due and payable by the Producer.

11. General

Either the Producer or LMG may terminate this Agreement at any time with or without cause. Termination shall be effective immediately upon the mailing of written notice thereof to the addresses provided herein. This Agreement shall automatically terminate upon the death of the Producer. Upon termination, the Producer or the Producer's beneficiary shall immediately cease to use LMG's name and/or any of LMG's or Authorized Insurance Companies' trademarks/trade names/service marks, notwithstanding any use permitted under Section 3.

If this Agreement is terminated by either party, LMG shall be entitled to notify the Authorized Insurance Companies and any of the states of the Producer's termination and corresponding appointment termination. Neither LMG nor any Authorized Insurance Company shall be liable for any loss or damage resulting from such termination by LMG or an Authorized Insurance Company or from such notice by LMG or an Authorized Insurance Company. Notwithstanding the foregoing, termination of this Agreement shall not affect or terminate any of the rights or obligations of the parties under this Agreement which by their nature are contemplated to continue after such termination ("Surviving Provisions"), including, without limitation, all enforcement provisions of this Agreement. The parties expressly agree that all such Surviving Provisions shall survive the termination of this Agreement.

Upon any termination of this Agreement, any indebtedness of the Producer or Producer's Downline Hierarchy to LMG shall be accelerated and immediately due and payable. The Producer shall immediately pay any sums due hereunder and shall immediately deliver to LMG any of the previously furnished materials, supplies, advertising, and any other printed matter that LMG specifically requests in writing. Notwithstanding the foregoing, if such indebtedness is not remitted immediately, Producer shall remain liable for any such indebtedness and costs associated with collection thereof after the termination of this Agreement. LMG reserves the right to charge interest on any indebtedness due and payable to it at a rate of one percent (1.0%) per month or the highest amount allowed by law, whichever is less. Such termination shall not be deemed to constitute a waiver of LMG's ability to enforce any of its rights contained herein.

The covenants, acknowledgments, and agreements contained in this Agreement are severable and separate. Should a court determine that any portion of this Agreement is unenforceable, such determination shall not affect the validity of any other provision of this Agreement. All notices or demands hereunder shall be sent either by certified mail, return receipt requested, or by overnight or other courier service, addressed as follows: If to LMG, addressed to Legal Department, Legacy Marketing Group®, 2090 Marina Avenue, Petaluma, CA 94954; if to the Producer, addressed to him/her at the Producer's Principal Address. For purposes of this Agreement, the Producer shall maintain only one address at a time ("Producer's Principal Address") and shall immediately notify LMG in writing of any change in Producer's Principal Address.

The failure or delay by either party hereto to insist upon strict performance of the terms and conditions of this Agreement shall not be deemed a waiver of any subsequent breach or default in the terms hereof. To be effective, any waiver must be in writing and signed by the party granting the waiver.

The Producer shall not assign any rights or delegate any duties under this Agreement. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, and successors, to the extent herein allowed.

In any arbitration or civil action brought pursuant to Section 7 of this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees and all costs and expenses incurred in connection therewith and the non-prevailing party agrees to pay such fees, costs, and expenses.

Producer and LMG expressly acknowledge and agree that the Authorized Insurance Companies are intended third-party beneficiaries of this Agreement. The Authorized Insurance Companies shall have the right to enforce the provisions set forth herein to the extent of their interests therein.

This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreement relating to the subject matter of this Agreement. The Producer represents that he/she has not relied upon any representations, whether oral or written and regardless of by whom made, in entering into this Agreement not herein contained. No change, amendment, termination, or attempted waiver of any of the provisions hereof shall be binding upon LMG unless in writing and signed by LMG. Notwithstanding, LMG may modify the provisions of this Agreement at any time. Such modifications will become effective when mailed to Producer's Principal Address or posted on LMG's secure website.

This Producer agrees that this Agreement shall be deemed to be made in Petaluma, CA, upon the final act of LMG's acceptance. This Agreement, including its interpretation and validity, shall be governed and construed according to the laws of the state of California, without giving effect to principles of conflicts of laws.

If Producer is a corporation, partnership, or any entity other than an individual, LMG reserves the right to request additional documentation or information and Producer agrees to provide or execute same.

Legacy Marketing Group's Producer/Wholesaler (IMO) Application and Agreement may be executed via facsimile, and such signatures shall be considered originals for all purposes. Producer acknowledges having read, understood, and agreed to the entire contents of this Agreement and that he/she has received a copy of this Agreement in its entirety for his/her records.