SENIOR MARKETING SPECIALISTS

Ameritas

Contracting Checklist

Please submit the following information to **SMS** when licensing with Ameritas:

- **Completed and Signed Appointment Application**
- **Signed Business Associate Addendum**
- **Signed Consumer Report Authorization**
- **Signed EFT with voided check**
- **Completed and Signed W9**
- **Agent and Commission Agreement**
- **Commission Agreement**
- **Advance Commission Agreement** *(optional)*
- **Completed and Signed VectorOne Form** *(ONLY if wanting advancing)*
- **Copy of Agent/Agency license (s)**

Please return all contracting to Senior Marketing Specialist via:

Mail:
801 Gray Oak Dr
Columbia, MO 65201

Email: contracting@smsteam.net
Fax: 800-878-2025

The licensing process cannot begin until all of the above items have been received! If you have any questions, please call us at: 1- 800-689-2800.

SENIOR MARKETING SPECIALISTS

Contracting Request Form

Please complete the below and return it with your contracting paperwork:

Agent Name: _____

Carrier Name: _____

1. **Have you or your agency (if applicable) ever been contracted previously? (Y/N)**

   _____

If you answered 'yes' to the question above, please complete the below:

2. What date did you contract?

_____

3. How were you contracted (indv. or corp.)?

_____

4. Do you have any downline agents?

_____

5. When was the last time you or your downline (if applicable) wrote a piece of business?

_____

McNerney

appointment application

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York

Ameritas

(type or print plainly)

Name of Producer: _____
First *Middle* *Last*

How do you want commissions to be paid? ☐ Individual ☐ Agency

SSN #: _____ Tax ID #: _____ Date of Birth: _____

Producer Address: Residence address is required. Check box for address to be used as check mailing address.

☐ Business: Name of Agency _____

_____
Street Address *City* *State* *ZIP*

Business #: ( ) _____ Cell #: ( ) _____ Fax #: ( ) _____
Area Code *Area Code* *Area Code*

☐ Residence: _____
Street *City* *State* *ZIP*

Residence #: ( ) _____
Area Code

If you are using a route or P.O. Box Number, please also give the street address. If no street address is available, please give the name of the nearest street.

Email Address *(required)*: _____ ☐ Check here if no email address.

Current License Information

State where Producer is to be appointed:

State	License No.	NPN

Questionnaire

(Please answer the following questions. YES answers require documentation to be attached.)

1. Do you have any pending charges to a misdemeanor or a felony? . . . . . ☐ Yes ☐ No
2. Have you been convicted of or pleaded nolo contendre (no contest) to a misdemeanor or a felony? . . . . . ☐ Yes ☐ No
3. Has any federal or state regulatory agency ever found you to have made a false statement or omission or been dishonest, unfair or unethical? . . . . . ☐ Yes ☐ No
4. Has any federal or state regulatory agency ever found you to have been involved in a violation of federal and/or state regulations or statutes? . . . . . ☐ Yes ☐ No
5. Has any federal or state regulatory agency ever denied, suspended or revoked your registration or license or disciplined you by restricting your activities? . . . . . ☐ Yes ☐ No
6. Has a bonding company denied, paid out on, or revoked a bond for you? . . . . . ☐ Yes ☐ No

I understand that I have the burden of providing adequate information to demonstrate that I have all necessary authorizations and approvals to market and sell health insurance of the kind offered by Ameritas Life Insurance Corp. ("Ameritas"). I understand and agree that falsification or material omission on this application will constitute grounds for rejection of my application or immediate withdrawal of my appointment as a producer for Ameritas. I understand and agree that it is my obligation to immediately notify Ameritas upon the occurrence of any material changes to the information provided in this application.

I attest that the information contained on this form is correct and complete. I understand and agree that submission of this application by itself does not constitute acceptance or approval, and does not permit me to represent myself as an agent or producer for Ameritas.

All Nonpublic Personal Information obtained by you on behalf of or from any of the Ameritas Companies in the performance of your duties and obligations under your Agreement or Contract shall be held in the strictest confidence by you and your representatives and will not be used for any other purpose except to perform your duties under your Agreement or Contract. Such information shall not be disclosed to any third party without my express written consent or as may be required by law and you will establish procedures to protect the security and confidentiality of such information. Nonpublic Personal Information shall mean any financial or health information furnished to you or your representative(s) in the performance of your duties or obligations under this Agreement.

By providing my email address above, I agree to receive email communications from Ameritas. I understand that I may opt out of promotional emails from Ameritas group division using the unsubscribe link contained in each email.

Additionally, I hereby authorize Ameritas Life Insurance Corp. and their agents/representatives to send faxes to the facsimile (fax) number(s) listed above in this application. I understand that I may later revoke this authorization in writing.

SIGN HERE

_____ _____
Signature of Producer Date

HIPAA Business Associate Addendum for Producer

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York

This HIPAA Business Associate Addendum ("Addendum") is entered into between Ameritas Life Insurance Corp. and/or Ameritas Life Insurance Corp. of New York (collectively referred to herein as "Ameritas" and/or "Covered Entity") and the independent agent or broker appointed with Ameritas identified in the signature block below (referred to herein as "Producer" or "Business Associate"). This Addendum supplements and is made a part of the Commission Agreement(s) ("Agreement") between the Parties and sets forth the Producer's responsibilities under HIPAA and HITECH (as defined below) as of September 22, 2014 and thereafter.

Recitals

A. Ameritas is a Covered Entity under HIPAA and HITECH (as defined below) and wishes to disclose certain information to Producer pursuant to the terms of the Agreement, some of which may constitute PHI/EPHI (as defined below).

B. Ameritas and Producer intend to protect the privacy and provide for the security of PHI received, created, used, and disclosed to or by Producer pursuant to the Agreement in compliance with HIPAA and HITECH.

C. As part of the HIPAA and HITECH, the Standards for Privacy and the Standards for Security of Individually Identifiable Health Information codified at 45 CFR Parts 160, 162 and 164 require Ameritas to enter into a contract with Business Associate that includes and imposes on Business Associated specific duties, obligations and requirements with respect to Business Associate's use, disclosure, creation and general handling of Protected Health Information, as set forth in, but not limited to, Title 45, §§ 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and as otherwise provided in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

I. Definitions

A. Specific Definitions.

1. "Breach" shall have the meaning given to such term at 45 CFR § 164.402.
2. "Business Associate" shall mean Producer.
3. "Compliance Date" shall mean, in each case, the date by which compliance with a particular provision is required under HITECH; provided that, in any case for which that date occurs prior to the effective date of this Agreement, the Compliance Date shall mean the effective date of this Agreement.
4. "Covered Entity" shall mean Ameritas.
5. "Data Aggregation" shall have the meaning given to such term at 45 CFR § 164.501.
6. "Designated Record Set" shall have the meaning given to such term at 45 CFR § 164.501.
7. "Electronic Health Record" shall have the meaning given to such term at 42 USC 17921(5).
8. "Electronic Media" shall have the meaning given to such term at CFR §160.103, which is:
   a. Electronic storage media including memory devices in computers (hard drives) and any removable or transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or
   b. Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet, leased lines, dialup lines, private networks, and the physical movement of removable or transportable electronic storage media. Certain transmissions, including paper, via facsimile, and via telephone, are not considered transmissions via electronic media because the information did not exist in electronic form before the transmission.
9. "Electronic Protected Health Information" (or "EPHI") shall have the meaning given to such term at 45 CFR § 160.103 and is defined as protected health information contained in or transmitted on electronic media received from us or created or received on behalf of us.
10. "Health Care Operations" shall have the meaning given to such term at 45 CFR 164.501.
11. "HIPAA" shall mean the Health Insurance Portability and Accountability Act, 42 U.S.C. §§ 1320d through 1320d-8, as amended from time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time.
12. "HITECH" shall mean Subtitle D of the Health Information Technology for Economic and Clinical Health Act (a.k.a. the "HITECH Act") provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§17921-17954, as amended form time to time, and all associated existing and future implementing regulations, when effective and as amended from time to time.
13. "Individual" shall mean the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.
14. "Privacy Rule" shall mean the standard for Privacy of Individually Identifiable Health Information codified at 45 CFR Parts 160 and 164.
15. "Protected Health Information" ("PHI") shall have the meaning given to such term at 45 CFR § 164.304.
16. "Required by Law" shall mean a mandate contained in law that compels a covered entity to make a use or disclosure of PHI and that is enforceable in a court of law.
17. "Security Rule" shall mean the standard for Security of Individually Identifiable Health Information codified at 45 CFR Parts 160, 162 and 164.
18. "Security Incident" shall have the meaning given to such term at 45 CFR § 164.304, which is the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.
19. "Subcontractor" shall have the meaning given to such term at 45 CFR § 160.103 and includes any agent/agency relationships.
20. "Unsecured Protected Health Information" (or "unsecured PHI") shall mean Protected Health Information has the meaning as set forth in 45 C.F.R. 164.402.that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the regulations or guidance issued pursuant to 42 U.S.C. §§17932(h)(2).
    b. Catch-all Definition. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy Rule and Security Rule.

2. Obligations of Business Associate.

A. Permitted Uses. Business Associate shall not use PHI except for the purpose of performing Business Associate's obligations under the Agreement and as permitted by the Agreement and this Addendum. Further, Business Associate shall not use PHI in any manner that would

constitute a violation of the Privacy Rule if so used by Covered Entity. However, Business Associate may (i) use PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate, and (ii) provide Data Aggregation services relating to the health care operations of Covered Entity if such services are provided by Business Associate to Covered Entity under the Agreement.

B. Permitted Disclosures. Business Associate shall not disclose PHI in any manner that would constitute a violation of HITECH and HIPAA (including without limitation the Privacy Rule) if disclosed by Covered Entity. However, Business Associate may disclose PHI in a manner permitted pursuant to the Agreement and Addendum, for the proper management and administration of Business Associate; and as Required by Law. Additionally, Business Associate may disclose PHI in a manner allowed by law if Covered Entity specifically authorizes the disclosure. In no event shall Business Associate be permitted to receive remuneration, either directly or indirectly, in exchange for PHI, except as may be approved by Covered Entity in its sole discretion and then, only to the extent permitted by 42 U.S.C. § 17935(d). To the extent that Business Associate discloses PHI to a third party, Business Associate must prior to making any such disclosure obtain, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the PHI, to the extent it was obtained knowledge of such breach.

C. Appropriate Safeguards.

1. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Rule and as of the Compliance Date of 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.308, 164.310, 164.312, and 164.316;
2. Business Associate agrees to ensure that any Subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it;
3. Business Associate will report to Ameritas as soon as reasonably practicable, but not later than five (5) days following discovery: (i) any use or disclosure of protected health information not provided for by this Addendum of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or (ii) any security incident affecting EPHI of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C); and
4. Business Associate agrees to promptly report to Covered Entity any Breach of which it becomes aware as soon as reasonably practicable, but in no event later than five (5) days following Business Associate's discovery of any Breach involving unsecured PHI. The foregoing report shall include identification of each Individual whose PHI Business Associate reasonably believes to have been accessed, acquired, or disclosed during such Breach. As soon as possible thereafter, and to the extent known, Business Associate shall also provide Covered Entity with a description of (i) what happened, including the date of the Breach and the date of the discovery, (ii) the types of unsecured PHI involved in the Breach, (iii) any steps individuals should take to protect themselves from potential harm from the Breach, and (iv) what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches. For purposes of this paragraph, a Breach shall be treated as discovered as of the first day on which the Breach is known or should reasonably have been known to Business Associate (including any person, other than the one committing the Breach, that is an employee, officer, or other agent of the Business Associate).

D. Restrictions on Disclosures. Business Associate will restrict its disclosures of the Individual's PHI in the same manner as would be required for Covered Entity. If Business Associate receives an Individual's request for restrictions, Business Associate shall forward such request to Covered Entity within 5 business days.

E. Subcontractors. Business Associate shall ensure that any Subcontractor, to whom it provides PHI agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI. Business Associate will provide a list of such Subcontractors to Covered Entity upon its request. Business Associate will advise Covered Entity if any such Subcontractor breaches its agreement with Business Associate with respect to the disclosure or use of Protected Health Information or Electronic PHI. Business Associate shall implement and maintain sanctions against Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

F. Access to Protected Information. Business Associate shall make PHI maintained by Business Associate or its Subcontractors in Designated Record Sets available to Covered Entity for inspection and copying within five (5) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to 45 CFR Section 164.524.

G. Amendment of PHI. Within five (5) days of receipt of a request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, Business Associate or Subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of PHI directly from Business Associate or its Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the request. Any decision to deny the requested amendment of PHI maintained by Business Associate or its Subcontractors shall be the sole responsibility of Covered Entity.

H. Accounting Rights. Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of PHI, Business Associate and its Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528. As set forth in, and as limited by, 45 CFR section 164.528, Business Associate shall not provide an accounting to Covered Entity of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR Section 164.502; (ii) to individuals of PHI about them as set forth in 45 CFR 164.502; (iii) to persons involved in the individual's care or other notification purposes as set forth in 45 CFR Section 164.510; (iv) for national security or intelligence purposes as set forth in 45 CFR Section 164.512(k)(2); or (v) to correctional institutions or law enforcement officials as set forth in 45 CFR Section 164.512(k)(5). Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its Subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis of the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its Subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any PHI except as set forth in Sections 2(b) of this Addendum.

I. Governmental Access to Records. Within ten (10) days of receipt of a request Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Covered Entity's compliance with Privacy Rule. Business Associate shall give Covered Entity notice immediately upon receiving any communications from the Secretary that relate to Covered Entity and shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

J. Minimum Necessary. Business Associate (and its Subcontractors) shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

K. Data Ownership. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

L. Retention of PHI. Upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Sections 2(a), 2(b), 2 (c) and 2 (e) of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

M. Notification of Breach. During the term of the Agreement, Business Associate shall notify Covered Entity as soon as reasonably practicable but in no event later than five (5) days following the discovery by Business Associate of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

N. Audits, Inspections and Enforcement. Within ten (10) days of a written request by Covered Entity, Business Associate and its Subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails, to inspect, or has the right to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Addendum.

O. Electronic Health Record. In the event that Business Associate in connection with rendering the services under the Agreement uses or maintains an electronic health record of protected health information of or about an individual, the Business Associate will provide an electronic copy of such protected health information in accordance with 42 U.S.C. § 17935(e) as of its Compliance Date. Moreover, in the event that Business Associate uses or maintains an electronic health record of protected Health information of or about an individual, then Business Associate shall make an accounting of disclosures of such protected health information in accordance with the requirements for accounting of disclosures made through an electronic health record in 42 U.S.C. 17935(c), as of its Compliance Date.

P. Business Associate will not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a) as of its Compliance Date.

Q. Business Associate will not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b) as of its Compliance Date.

R. Pursuant to the Privacy Rule, made applicable to Business Associate by HITECH, Business Associate shall adopt, implement, and follow privacy policies and procedures in the same manner and to the same extent as if it were a Covered Entity.

S. Pursuant to the Security Rule, made applicable to Business Associate by HITECH, Business Associate shall adopt, implement, and follow security policies and procedures in the same manner and to the same extent as if it were a Covered Entity.

T. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

U. Training. Business Associate certifies that it has completed, or will complete, a training course as described in 45 CFR 164.530(b) prior to any of Business Associate's employees receiving protected health information pursuant to this Agreement.

3. Obligations of Covered Entity

A. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Addendum, in accordance with the Covered Entity and requirements of the Privacy Rule, until such PHI is received by Business Associate.

B. Covered Entity shall notify Business Associate 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 Business Associate's use or disclosure of PHI.

C. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

D. Covered Entity shall notify Business Associate 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 Business Associate's use or disclosure of PHI.

4. Term and Termination

A. Term. The Term of this Addendum shall be effective as of the effective date of the Agreement, if later, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provision in this section.

B. Material Breach. A breach by Business Associate of any provision of this Addendum, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by Covered Entity pursuant to the Agreement.

C. Reasonable Steps to Cure Breach. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate the Agreement pursuant to Section 4 (b), then Covered Entity shall take reasonable steps to cure such breach or end such violation, as applicable. If Covered Entity's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall terminate the Agreement.

D. Judicial or Administrative Proceedings. Either party may terminate the Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, HITECH or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any requirement of HIPAA, HITECH or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

5. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or HITECH will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

6. Certifications. To the extent Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA and HITECH relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, HITECH or this Addendum.

7. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the Covered Entity and requirements of HIPAA (including without limitation the Privacy Rule), HITECH and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the Covered Entity and requirements of HIPAA (including without limitation the Privacy rule), HITECH or other applicable laws. Covered Entity may terminate the Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Addendum when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to this Addendum providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the Covered Entity and requirements of HIPAA, including without limitation the Privacy Rule, and HITECH.

8. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employers based upon a claimed violation of HIPAA, including without limitation the Privacy Rule, HITECH or other laws relating to security and privacy, except where Business Associate or its Subcontractor, employee or agent is a named adverse party.

9. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. Effect on Agreement. Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

11. Indemnification. In addition to any indemnification obligations, which are a part of the Service Agreement, the Business Associate hereby indemnifies and agrees to hold the Covered Entity harmless against any and all claims, costs or damage, including Civil Monetary Penalties, arising from a breach by the Business Associate of its obligations in connection with this Amendment or HITECH, or HIPAA.

12. Insurance. Business Associate agrees to maintain insurance coverage against the improper use and disclosure of PHI by Business Associate. Promptly following a request by Covered Entity, Business Associate will provide a certificate evidencing such insurance coverage.

13. Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and HITECH. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and HITECH.

14. Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given above. Each Party may change its address and that of its representative for notice by the giving of notice thereof in the manner herein above provided.

15. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

16. Disputes. If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

Ameritas Life Insurance Corp.
on behalf of itself and its corporate affiliate, Ameritas Life Insurance Corp. of New York

By: Karen M. Gustin

Title: Executive Vice President, Group Division

Date: September 22, 2014 and after

Producer

Corp. Name (if any): _____ *(print)*

Producer Name: _____ *(print)*

Agent # or SSN/TIN: _____

Signed: _____ SIGN HERE

Dated: _____

disclosure and authorization To Obtain Consumer Report

A Consumer Report Will Be Obtained

For use with the following: Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York, and Ameritas Investment Corp., collectively referred to as "the Company"

Ameritas

I understand that the Company will utilize the services of an investigative consumer reporting agency to obtain a consumer credit report/ investigative consumer report as part of the procedure for processing my application for appointment as a field representative with the Company.

The nature and scope of the investigation sought is as follows: to provide applicable information concerning my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living.

I understand I have the right to visually inspect the files concerning me maintained by an investigative consumer credit reporting agency during normal business hours and upon reasonable notice. The inspection can be done in person if I appear in person and furnish proper identification; I am entitled to a copy of the file for a fee not to exceed the actual costs of duplication. I am entitled to be accompanied by one person of my choosing, who shall furnish reasonable identification. The inspection can also be done via certified mail if I make a written request, with proper identification, for copies to be sent to a specified address. I can also request a summary of the information to be provided by telephone if I make a written request, with proper identification for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or directly charged to me. I further understand that the investigative consumer credit reporting agency shall provide trained personnel to explain to me any of the information furnished to me; I shall receive from the investigative consumer reporting agency a written explanation of any coded information contained in files maintained on me. Examples of proper forms of identification are valid driver's license, social security account number, military identification card and government issued IDs.

I also understand that before I am denied appointment based, in whole or part, on information obtained in the report, I will be provided a copy of the report and a description in writing of my rights under the Federal Fair Credit Reporting Act.

This consent will not affect my ability to question or dispute the accuracy of any information contained in my credit report. I understand if I disagree with the accuracy of any information in the report, I must notify the Company within five business days of the report that I am challenging information in the report. The Company will not make a final decision on my status until after I have had a reasonable opportunity to address the information contained in the report.

Application Authorization to Obtain Consumer Report and Other Information

I, the undersigned Applicant, do hereby consent to this investigation and authorize the Company to procure a consumer report and investigative consumer report on my background as stated above from a consumer agency and/or investigative consumer reporting agency, which will be used in whole or in part as a factor in establishing my eligibility for appointment as a field representative with the Company.

Further, I authorize the Company to retrieve and review any and all regulatory and criminal records submitted on my behalf, including records maintained on the Central Registration Depository ("CRD") system by prior employers (broker/dealers and registered investment advisors).

This authorization shall remain on file and serve as an ongoing authorization for you to obtain such records about me.

I also acknowledge that I have received the summary of my rights under the Fair Credit Reporting Act. Further, I acknowledge that I have received and read the "Disclosure That A Consumer Report Will Be Obtained" above and I am providing my authorization herein voluntarily.

I understand that as part of the Company's procedure for processing my application and/or evaluating me for contract and licensing purposes, a routine inquiry may be made whereby information is obtained through personal interviews and background checks with third parties, including, but not limited to, family members, employers, business associates, financial sources, landlords, public agencies, friends, neighbors, or others with whom I am acquainted. This inquiry includes information as to my character, business reputation and financial stability, whichever may be applicable. It may include obtaining information covering up to: the last seven years regarding my credit background, lawsuits, judgments, paid tax liens, unlawful detainer actions, failure to pay spousal or child support, accounts placed for collection, and criminal conviction records consistent with federal and state law; and the last ten years regarding bankruptcies. I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the inquiry. My signature below operates to release from all liability and responsibility those parties supplying information to the Company and I authorize the Company to use this information where its legal interest and/or obligations are involved. Further, I acknowledge that I have no objection to the Company investigating any of these facts and agree to indemnify and hold the Company harmless against any liability which may result in conducting such investigation.

Applicant Signature: _____ SIGN HERE Date: _____

Applicant Name (printed): _____ Social Security No. _____

FOR CALIFORNIA, MINNESOTA AND OKLAHOMA LICENSED AGENTS ONLY: I have the right to request a copy of my consumer credit report from the consumer credit reporting agency by checking the box icon below.

☐ I wish to receive a copy of the consumer credit report. (Check box only if you wish to receive a copy.)

I further understand that I shall receive a copy of any investigative consumer credit report obtained by the Company, and information on who issued the report and how to contact them, either at the time of any meeting or interview between the Company and me or within seven days of the date the Company receives the report, whichever is earlier.

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20006

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, including credit bureaus and speciality agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of you 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 20552-0003.

You may have additional rights under Maine's FCRA, Me. Rev. Stat. Ann. 10, Sec 1311 et seq.

- 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 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 each 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.
- 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 1-888-567-8688.
- You may seek damages from violators. If a consumer reporting agency, or, in some instances, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may sue them 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 FRCA, 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. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006
b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877)382-4357
2. To the extent not included in item 1 above:	
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050
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	b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480
c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations.	c. FDIC Consumer Repsonse Center 1100 Walnut Street, Box #11 Kansas City, MO 64106
d. Federal credit unions	d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590
4. Creditors subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423
5. Creditors subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small business investment companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, finance companies, and all other creditors not listed above	FTC Regional Office for foreign in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877)382-4357

direct deposit For Your Commission Check

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York

- Fax or return completed form with voided check to Group Licensing at Ameritas: P.O. Box 81889, Lincoln, NE 68501-1889. Fax: 402-467-7342.
- Electronic deposit of compensation will be effective two weeks after receipt of the completed form.
- Your check will be deposited the second working day of each month and your statement will be sent via U.S. mail the second working day of each month. The statement will indicate the amount deposited into your bank account or you may call our automated system at 800-659-2223, select option 6 (you will be asked to enter your Social Security # or Tax ID #).
- Changes in banking information must be communicated to Group Licensing by the first working day of the month to be effective for that compensation period.
- Electronic depositing can be stopped upon receipt of written notification. (This would be effective one week after receipt in the home office.)
- If you have any questions, please call Group Licensing at 800-659-2223 ext. 88344, or by e-mail at grlicensingcomp@ameritas.com.

authorization agreement For Pre-Arranged Deposits

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York

Ameritas

I authorize Ameritas Life Insurance Corp. and/or Ameritas Life Insurance Corp. of New York (hereinafter the Company) to initiate deposit of my compensation check in my checking/savings account indicated below, and the named financial institution below to post the same to such account.

Depository Institution _____

City_____ State _____ ZIP _____

Account Number _____ Account Type (check one) ☐ Checking ☐ Savings

Routing Number _____ Account Type (check one) ☐ Checking ☐ Savings

PLEASE ATTACH A VOIDED CHECK
(FOR SAVINGS ACCOUNTS, PLEASE ATTACH A DEPOSIT SLIP)

Disclosure

This authority is to remain in full force and effect until the Company has received a written termination notification from me. Said written termination notification must set out an effective termination date and must be received by the Company 30 days prior to the set termination date. In no event shall the termination be effective with respect to entries processed by the Company prior to the termination date set out in said notification.

I further authorize the Company to initiate such debit entries to said account as may be necessary to correct any erroneous credit entries previously initiated thereto. I authorize the forenamed depository institution to accept and to credit or debit the amount of such entries to my account.

In the event that I identify an erroneous entry, I shall, within 15 calendar days following the date on which the depository institution sends to me a statement of account or a written notice pertaining to such entry, send to the depository institution a written notice identifying such entry. It will state that such entry was in error and requesting the depository institution to reverse the amount thereof to such account.

I have the right to stop payment of any entry by notification to the depository institution prior to posting to the account.

The undersigned hereby agrees that all entries initiated hereunder are to be governed in all respects by the operating rules of the National Automated Clearing House Association as amended by the rules of the Mid-America Payment Exchange, as now or hereafter in effect, and agrees to be bound thereby.

I understand that the Company is providing this pre-arranged deposit agreement without charge and that the Company will not be liable for any claims or damages arising, directly or indirectly, from this deposit arrangement.

Associate Name: _____

Agent Number: _____

SIGN HERE

_____ _____

Signature Date

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► SIGN HERE **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Commission Agreement

Ameritas Life Insurance Corp., Group Division

Ameritas

Insurance Representative: _____

This Agreement is between the above named individual, herein called the **Group Insurance Representative**, and **Ameritas Life Insurance Corp.** As used in this Agreement, the words "you" and "your" refer to **Group Insurance Representative**. The words "Company," "we," "our" and "us" refer to **Ameritas Life Insurance Corp.**

1. Appointment. Duties and Compensation shall be applicable only so long as you remain properly licensed, are properly appointed by Company, and this Agreement is in effect.

2. Duties. Subject to the terms of this Agreement, and to you being properly credentialed and appointed by Company as our Group Insurance Representative, you may: (a) solicit applications for all group insurance products and collect and promptly send us the first premium on those applications you solicit (b) render services to policyholders, and (c) if it is in the best interest of policyholder to do so, to exert your influence to keep all group policies in force with us.

3. Compensation. Subject to the terms and conditions of this Agreement, and to you being properly credentialed and appointed by Company, a commission pursuant to the Schedule of Commissions attached hereto as Attachment A, shall be paid to you. **Except as otherwise agreed in writing by you and us**, the commission scale stated in Attachment A shall apply separately to each group policyholder for whom you are the agent of record, without regard as to the lines of coverage, e.g., dental, vision, etc., underwritten by us, except that this Agreement will not apply to any policyholder, or unit employer, insured under one of our Multiple Employer Trust policies.

   On each separate group policyholder's annual anniversary the scale will revert to Step 1 and continue through the succeeding steps until the next anniversary, at which time Step 1 will again apply.

   The commission will be paid to you so long as you at the time the premium is received by us: (a) are continuously and actively engaged as an Agent or Broker in the insurance business, (b) are recognized by the policyholder as the Agent or Broker of Record and the commission schedule stated in Attachment A was quoted and sold with the related policy, (c) are satisfactorily performing all of the servicing functions which are assigned by us, (d) continue to be assigned by us to the policyholder as Servicing Agent or Broker, and (e) have in force this Group Commission Agreement. Without limiting the foregoing, should you provide us with an Agent or Broker of Record letter from a policyholder within the scope of this Agreement that is more than six (6) months old, we will pay you for up to six (6) months worth of back commissions in connection with such policyholder provided that during this time period for which payment is being made, you have satisfied all of the rest of the conditions and requirements set forth in this Agreement necessary to receive commission.

   Commission adjustments will be made at the end of each premium paying period. If the original premium for any premium paying period has been increased by net adjustments during said period, additional commission will be allowed upon the net increase; if it has been decreased, a refund of commission must be made by you.

   Any indebtedness by you to us or any of our subsidiaries shall be a first lien against any commissions due you under this Agreement and such commissions shall be applied to liquidate such indebtedness.

   The percentage of the scale applicable to you for each separate group policyholder will be 100% unless written instructions are received that, for any specific policyholder, the percentage is to be other than 100%. Such pro-rata percentage will be applied to the commission scale for the life of that policy unless and until that policyholder shall designate in writing a different percentage.

   This Agreement does not apply to any Claims Service Only agreements. Should any policyholder covered by this Agreement.

4. Limits of Authority. You do not have the authority to, nor shall you represent yourself as having such authority to, nor shall you perform the following acts: (a) collect premiums except for the initial premium, (b) enter into, alter or discharge policies, (c) incur any indebtedness or liability to us; (d) waive forfeitures, (e) waive or extend the time for payment of any premium, (f) withhold any of our monies or property, (g) rebate commissions, (h) commingle our funds, including gross premiums on business produced by you, with any other funds, (i) guarantee benefits other than those specifically stated in our policies, (j) authorize premium payments other than cash or cash equivalents, or (k) fix or change premium rates as established by us.

5. Conduct and Relationship. You agree to be governed by this Agreement and to observe and comply with any rules and regulations now in effect or later promulgated by us, as well as those issued by state insurance departments in those states in which you are licensed.

6. Refunds, Repayment and Deductions. You acknowledge as a debt and agree to repay on demand any compensation paid to you on premiums we have refunded. You also agree to repay on demand any disbursements we make for any claims against you and any costs or attorneys fees we incur associated with those claims as a result of transactions arising out of this Agreement.

7. Termination. This Agreement may be terminated by you or us at any time, with or without cause, upon thirty (30) days written notice mailed to the other's last known address. Upon termination of this Agreement, our obligation to pay you any commission hereunder shall cease.

8. Forfeiture. Notwithstanding any other provisions of this Agreement, all of your rights under this Agreement, including the right to any further payment of commissions or other compensation, either during or after the termination of this Agreement, shall immediately cease if any of the following occur at any time: (a) you engage in any act of fraud, misconduct, or misrepresentation, (b) you knowingly breach the terms of this Agreement, or (c) you violate any insurance or other laws or regulations.

9. Licenses. You will be responsible to secure and provide to us adequate proof of any licenses or other documentation as may be required by us or the states where you are authorized to solicit insurance.

10. Amendments, Modifications, Assignments. No modification or amendment to, or assignment of, this Agreement, or any rights acquired thereby, by you will be valid without our prior written consent.

11. Legal Situs and Forum for Suit. This Agreement shall be construed to be in accordance with the laws of the State of Nebraska. Any and all suits for the construction, interpretation, validity or enforcement of this Agreement shall be instituted and maintained in any court of competent jurisdiction in Lancaster County, State of Nebraska.

12. Execution of Agreement. The effective date of this Agreement is **_____, 20__**, or, if later, the date that you are properly credentialed and appointed with Company.

By: Karen M. Gustin

Karen M. Gustin
Executive Vice President – Group Division
October 11, 2017

By: _____ SIGN HERE

Group Insurance Producer / Date

ATTACHMENT A

SCHEDULE OF COMMISSIONS

PRIMESTAR INDIVIDUAL

Dental ..... 30% Level on Paid Premium, 1st Policy Year
..... 3% Level on Paid Premium, 2+ Policy Years

Vision ..... 30% Level on Paid Premium, 1st Policy Year
..... 3% Level on Paid Premium, 2+ Policy Years

AGENT AND COMMISSION AGREEMENT

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York

This Agreement is made on this day by and among Ameritas Life Insurance Corp. ("Ameritas Life"), a Nebraska corporation, and Ameritas Life Insurance Corp. of New York ("Ameritas NY"), a New York corporation (collectively referred to herein as "Ameritas" or "Company"), and _____, (hereinafter referred to as the "Agent" or "Sub-GA").

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

Section 1: Appointment

Company does hereby appoint Agent to represent the Company as its "Agent" to market, and to solicit and procure applications, either directly or indirectly through appointed brokers, writing agents, and other sub-GAs as applicable ("Producers"), for those Company insurance policies identified on **Exhibit A**, which is attached hereto and made a part hereof ("Policies"). Agent accepts its appointment as an Agent and agrees to perform faithfully the duties thereof to the best of its knowledge, skill and judgment, and in accordance with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, Agent understands that it will not be appointed as an Agent until it completes and returns the Agent appointment form attached hereto as **Exhibit B**.

Section 2: Term

This Agreement is effective on _____, 20____, and will continue until terminated according to the termination provisions of this Agreement, set forth in Section 14, below.

Section 3: Territory

Agent shall act as Agent for Policies in all states where Agent is legally licensed and appointed.

Section 4: Authority and Duties

As Agent for the Company during the term of this Agreement, Agent shall have the following authority and duties:

A. Agent shall use its best efforts to market Policies and shall solicit and procure applications using, in connection therewith, such certificates, notices and other documents that shall be necessary or appropriate for that purpose. Policies shall be issued on Company's policy forms identified on **Exhibit A**. In the event additional or substituted Policy types become available, or existing Policies are discontinued or modified by the Company, the Company may unilaterally amend **Exhibit A** to include, substitute or exclude, as the case may be, all such additional, substituted, discontinued or modified Policy types.

B. Agent may recommend for appointment Producers to solicit applications for coverage under Policies, and shall be responsible for managing and controlling the Producers. Agent's recommendation of a Producer shall be subject to Company's written approval, and, in connection therewith, Agent shall provide (and require Producers to provide) to the Company such Producer acknowledgments and other documents as the Company shall require. In those states requiring Producer appointment prior to the solicitation of insurance applications, no Producer recommended by Agent may solicit applications for coverage until such time as Company has appointed said Producer. Company may revoke immediately any Producer's appointment at any time with reasonable cause, and may revoke any Producer's appointment upon thirty (30) days prior notice for any reason whatsoever. Agent shall determine, without expense to the Company, that a Producer is duly licensed and otherwise qualified with all applicable government authorities and listed with the Company in a state prior to soliciting business for Company insurance policies therein. The Company shall have the right to require Agent, at the Company's expense, to conduct such additional investigations and evaluations of Producers as the Company shall request.

C. Agent shall, from time to time and upon request, provide Company with a then-current list of those Producers with whom Agent has an arrangement as contemplated by this Agreement. Additionally, Company may, in its sole discretion, seek separate written confirmation from any Producer so identified by Agent that Agent and Producer have an arrangement then in effect which would obligate Company to pay Agent the compensation described elsewhere herein in connection with sales of Ameritas Products by such Producer. If Company is informed by either

Agent or a Producer that an arrangement between Agent and the particular Producer has been terminated or does not otherwise exist, Company shall have the right, in its sole discretion, to immediately remove the corresponding policies from the scope of this Agreement and cease paying Agent any compensation hereunder in connection with such policy.

D. Agent shall be free to exercise its own judgment as to the persons from whom Producers will solicit applications for Policies, and the time and place of solicitation; provided, however, that the Company, from time to time, may prescribe instructions, rules and requirements regarding the solicitation of applications that Company, in its sole discretion, determines are reasonably necessary to ensure that applications solicited by Agent (and Producers) will conform to Company standards for Policies. Agent shall comply with and abide by such instructions, rules and requirements.

E. Agent shall monitor and oversee the activities of each Producer and shall immediately notify the Company in writing of the occurrence of any event or condition with respect to a Producer as described in this Section 4.D of which Agent becomes aware. Agent shall provide the Company with its full reasonable cooperation in the event the Company elects to terminate any Producer. By way of example, and not limitation, Producers will be terminated in the event any such Producer:

1. at any time is in violation of any law, rule, regulation, order or other decree issued or promulgated by any governmental authority;
2. defaults in any monetary or other debt, obligation, liability or commitment owing to the Company;
3. becomes insolvent, makes any assignment of its assets for the benefit of its creditors, files a voluntary petition in bankruptcy or for reorganization under the bankruptcy laws, consents to the appointment of any receiver, trustee or liquidator, or suffers an order against it pursuant to the bankruptcy laws approving the filing of an involuntary petition in bankruptcy against such party; or
4. commits any act, or omits to take any action, which, in the determination of the Company, adversely affects the business operations, activities or reputation of the Company. Agent shall be solely responsible and liable for the selection, qualifications, licensing, fidelity and actions of Producers and shall indemnify, defend, and hold harmless the Company from and against any claim, action, liability or expense (including reasonable attorney's fees) arising therefrom.

F. Agent shall, and shall require Producers to, comply with such instructions, rules and requirements regarding the advertising and marketing of the Policies, and the solicitation and procurement of applications therefore, as the Company shall from time to time communicate in writing to Agent.

G. Agent shall not attempt or effectuate a bulk transfer of the business which is the subject matter hereof to another insurance carrier (whether by "rolling" or "rewriting" such business or otherwise) and shall use reasonable efforts to prevent any such bulk transfer.

H. The authority of Agent shall be restricted as follows:
1. Agent shall have no authority to, and shall use commercially reasonable efforts to prevent Producers from engaging in activity to:
   a. change, omit, add to or waive any question, statement or answer on any application,
   b. change, omit, add to, waive or discharge any provision of any Company Policy,
   c. waive forfeitures,
   d. extend time of premium payments,
   e. Quote rates other than those published by the Company, or
   f. Obligate or bind the Company in any way not specifically authorized by this Agreement or in writing by the Company.
2. Agent, without obtaining prior written approval from the Company, shall not engage in any action which will impose any liability on the Company for any federal, state, municipal or county license, fee or tax.
3. Agent shall not commence any litigation between itself and any Producer, any other agent or representative of the Company, or an applicant to or insured of the Company or any other person with respect to any matter relating to Policies or any other business of the Company without providing ten (10) days prior written notice thereof to the Company.

I. Agent shall enter into a Business Associate Agreement with the Company in the form attached hereto as **Exhibit C**.

J. General Agent shall comply with the requirements set forth in **Exhibit C** pertaining to use and disclosure of Protected Health Information, as defined by the Standards for the Privacy of Individually Identifiable Health Information promulgated by the Department of Health and Human Services, located at 45 C.F.R 160.103. Agent acknowledges that **Exhibit C** may be amended or modified, as necessary, to comply with the requirements imposed by state or federal law governing the privacy and security of Protected Health Information.
Agent shall comply with all policies and procedures applicable to Agent posted on the Company's website.

Section 5: Licenses

A. Agent shall be licensed in each state in which Agent does business for Ameritas.

B. Agent will be responsible for securing and providing to Ameritas adequate proof of any licenses or other documentation as may be required by Ameritas or the state(s) where Agent is authorized to solicit insurance.

C. Agent shall notify Ameritas immediately of any termination, suspension, or expiration of their license to engage in the health insurance business in any state or jurisdiction where it has been appointed by Ameritas.

Section 6: Compensation

A. As full compensation for all services rendered by Agent under this Agreement, the Company shall authorize payment based on the commission schedule set forth on **Exhibit D**, which is attached to and made a part hereof, which compensation shall be payable on all gross monthly "first year premiums" and "renewal year premiums" (as those terms are defined in Section 6.B below) paid to and received by the Company on Policies produced by Agent and Producers during the term of this Agreement ("Commissions").

B. For the purposes of this Agreement, "first year premiums" shall mean the premium paid to and received by Company during the first twelve (12) month period immediately following the initial effective date of a policyholder's coverage with the Company. Each subsequent twelve (12) month period, commencing on the anniversary of the effective date of a policyholder's coverage, shall constitute a "renewal year" for purposes of this Agreement. "Renewal year premiums" shall mean the premium paid to and received by Company during each renewal year of a policyholder's coverage.

C. The Company reserves the right to revise the **Exhibit D** upon sixty (60) days advance written notice to the Agent. Any revised **Exhibit D** will become a part of this Agreement on its effective date and shall supersede all previous attachments to this Agreement.

D. Commissions shall be paid by check, bank draft or electronic means.

E. Commission, override and similar payments are subject to, and shall be made in accordance with the provisions of applicable state law.

Section 7: Advertising

A. The Company shall provide to Agents a reasonable supply of material relating to a Policy, including, but not limited to, applications, forms, outlines of coverage, marketing material and kits, plan description brochures and rate cards ("Policy Materials"). Policy Materials can be used by the Agent or its Producers to solicit and procure applications for Policies.

B. Agent does not have the authority to modify Policy Materials or to prepare and publish advertisements in any media whatsoever, without advance written approval from the Company.

C. Agent shall forbid Producers from modifying Policy Materials or preparing and publishing advertisements in any media whatsoever, without advance written approval from the Company.

Section 8: Service of Legal Process

Neither party shall have the authority to receive or accept any service of legal process for the other party. Each party shall immediately notify the other party of any such attempted service or its receipt of any such service and shall transmit to the other party by overnight courier within twenty-four (24) hours after its receipt thereof any

paper served upon that party in connection with any legal proceedings by or against the other party.

Section 9: Regulatory Compliance

The parties hereto agree to comply with applicable law and with the rules and regulations of all regulatory authorities having jurisdiction over their activities. The parties shall maintain, at their own expense, all required licenses and/or certificates of authority and meet any other requirements to lawfully transact business as contemplated by this Agreement. Agent specifically shall comply with all applicable insurance agent/broker statutes and regulations in any state in which business arising under this Agreement is transacted ("Insurance Agent/Broker Regulations") and shall provide copies of all required licenses to the Company on an annual basis, upon request of the Company, or more frequently upon request of the Company.

If its licenses or certificates are suspended or revoked, or are permitted to expire, Agent shall so inform Company in writing, by certified mail within five (5) business days from the effective date of such suspension, revocation or expiration. Upon receipt of such notice, Company shall have the right to terminate this Agreement at any time upon written notice to Agent. Company shall not be liable to Agent for reimbursement of any fines or penalties assessed against Agent by any regulatory authority for Agent's violation of applicable Insurance Agent/Broker Regulations.

Section 10: Maintenance/Inspection of Books and Records

Agent shall keep and maintain adequate books and records relating to its activities hereunder for seven (7) years (or such longer period required by law). All such books and records shall be maintained in accordance with the customary record-keeping practices in the insurance industry and the regulations of any regulatory agency or other entity having jurisdiction over Agent's and the Company's activities. All such books and records of Agent shall be open to the inspection of, and copying by, the Company, or its agents, employees, or other representatives, including its auditor and attorneys, upon reasonable notice and during regular business hours of Agent during the term of this Agreement and for a period of seven (7) years after termination. Agent shall provide Company with thirty (30) days written notice prior to the destruction of such books and records.

Section 11: Insurance Coverage

Agent shall at all times carry errors and omissions insurance with minimum coverages of $1,000,000 per occurrence, $1,000,000 in the aggregate. Agent shall furnish Company with proof of such coverage upon request.

Section 12: Confidentiality

A. "Confidential Information" means the software processes and formulas, source codes, internal product information, pricing formulae and strategies, sales strategies, costs and other unpublished financial information, business plans, advertising revenues, advertising relationships, projecting marketing material/data, and/or customer lists of either party to this Agreement.

B. Should either party disclose any of its Confidential Information for any purpose in connection with this Agreement, the party receiving the information shall maintain the same in confidence, shall use the same degree of care to maintain the secrecy and confidentiality of the information as it uses in maintaining its own proprietary, confidential, and trade secret information, shall always use a reasonable degree of care in maintaining the secrecy and confidentiality of the information, shall use the information only for the purpose of performing its obligations under this Agreement, and shall, except as otherwise necessary to fulfill its obligations hereunder, deliver to the other party, in accordance with any request from the other party, all copies, notes, computer memory media, and all other materials containing any portion of the other party's information either within its possession or under its control. Neither party shall disclose any Confidential Information to anyone except those of its employees having a need to know in order to accomplish the intents and purposes of this Agreement.

C. Notwithstanding the foregoing,
   1. neither party shall have any obligation with respect to any portion of disclosed Confidential Information which:
      a) was known to it prior to receipt of the information from the other party,
      b) is lawfully obtained from a third party under no obligation of confidentiality, or,
      c) is or becomes publicly available without any act or failure to act by the receiving party; and
   2. either party shall be permitted to disclose Confidential Information if required by a court of competent jurisdiction or by a regulatory authority having jurisdiction over such party, provided that the parties shall provide one another with prompt written notice of any demand for such disclosure.

Section 13: Ownership and Usage of Trademarks

A. The Company grants to Agent, for Agent's and Producers' non-exclusive use during the term of this Agreement, a non-exclusive and non-transferable license to use such trademarks, service marks, and proprietary words and symbols which the Company has adopted or may adopt from time to time (collectively "Company Trademarks"), for the limited purpose of Policy advertising and promotion, subject to the limitations of Section 7 above. Agent shall not adopt, and Agent shall prohibit Producers from adopting, any deceptively similar mark. Agent further agrees that it will not, and that it shall not permit Producers to, license, assign, transfer, or enter into any agreements with any third parties that purport to authorize or consent to such third party's use of the Company Trademarks, or any other deceptively similar trademark.

B. Agent agrees for itself and any successors, assigns, affiliates (any person or entity controlled by, controlling or under common control with such party) or its other legal representatives, and Agent shall require Producers to agree such that Producers, will not challenge, contest or dispute the ownership of any of Company Trademarks and registrations, or any future registrations for any other Company Trademarks that are consistent with the provisions of this Agreement.

C. In the event Agent or any Producer utilizes the Company Trademarks as authorized by this Agreement, Agent shall, and shall cause such Producers to, identify all products featured in such advertising which are not Policies as non-policies that are not those of the Company.

Section 14: Termination

A. This Agreement may be terminated, without cause, by either party at any time effective upon not less than thirty (30) days prior written notice to the other party. Notice shall be given pursuant to Section 23 of this Agreement, and shall state the effective date of the termination. If no effective date is stated, the Agreement shall be deemed to terminate thirty (30) days after written notice is received.

B. This Agreement may be terminated by either party, effective upon delivery of written notice thereof to the other party for any of the following reasons:
   1. the failure of the other party to remedy any material breach of this Agreement, or of any agreement incorporated into this Agreement, including but not limited to, The Business Associate Agreement attached as **Exhibit C,** within thirty (30) days after that party's receipt of written notice of such breach;
   2. immediately, if the other party becomes insolvent, makes any assignment of its assets for the benefit of its creditors, files a voluntary petition in bankruptcy or for reorganization under the bankruptcy laws, consents to the appointment of any receiver, trustee or liquidator, or suffers an order against it pursuant to the bankruptcy laws approving the filing of an involuntary petition in bankruptcy against such party;
   3. immediately, if Agent fails to conform to any reasonable request of the Company;
   4. immediately, if Agent fails to comply with applicable federal or state laws and regulations, including, without limitation, if Agent loses its license to transact business in a state where such license is required; or
   5. immediately, if Agent violates a material term of any agreement incorporated into this Agreement, including but not limited to, **Exhibit C**; or
   6. immediately, if Agent shall commit any fraud, embezzlement or financial impropriety.

C. Unless this Agreement is termed by the Company pursuant to Section 14.B, the termination of this Agreement shall not alter or affect in any way Agent's right under this Agreement to be paid Commissions as long as Agent continues to perform in accordance with the terms of this Agreement, remains properly licensed to transact business, and the business produced by Agent remains insured by Company.

D. Upon termination of this Agreement, Agent shall cease all advertising, marketing and solicitation with respect to the Policies.

E. In the event of termination of this Agreement, the obligations set forth in Sections 4.F, 4.H , 7, 8, 9, 10, , 12, 13, , 15, 16 and 19 of this Agreement, and Section 4a of **Exhibit C** shall continue in full force and effect, and Agent shall utilize its best efforts, including, without limitation, and, if necessary, the commencement of litigation to, and to cause Producers to, continuously maintain in full force and effect all Policies and renewals thereof issued by the Company as contemplated herein prior to the effective date of termination.

Section 15: Indemnification

Each party agrees to indemnify and hold the other party harmless from and against any and all losses, costs, damages and expenses (including reasonable attorneys' fees and extra-contractual damages which may include but are not limited to, compensatory, consequential, and punitive damages) which the other party may incur by reason of any demand or action by any third party arising out of the negligence, willful misconduct and/or bad faith action of the party responsible for the performance of the duties outlined in this Agreement. Each party also agrees to fully cooperate with the other party, when necessary, in all controversies or proceedings, legal or otherwise.

Without limiting the generality of the foregoing, in the event the Company is cited by an insurance department or regulatory authority for noncompliance or alleged noncompliance with any law or regulation, which citation is caused by Agent or a Producer in the performance of its soliciting, procuring or marketing activities, Agent shall indemnify the Company for any (a) legal or administrative expenses incurred by the Company to cure such citation, and (b) fine, penalty or judgment assessed against or imposed upon the Company, whether such fine, penalty or judgment is payable to a regulatory authority or to a private party.

Section 16: Offsets and Refunds

Company shall have the right, and may exercise such right at any time and from time to time, to offset any amount due to the Agent under this Agreement, whether on account of premiums, commission or otherwise, to the extent such amounts are not otherwise set off under the terms of this Agreement or any other agreement between the parties hereto and are past due, against any balance due or to become due from Agent to the Company under this Agreement or any other agreement between the parties. The Company will set forth in writing to Agent all claimed offsets, and the basis for any claimed offset shall be set forth in detail with particularity.

Should Company in its sole discretion for any reason refund or credit to the customer any premium, Agent will promptly, on demand, refund to Company all compensation paid to Agent on account of such premium. Compensation adjustments may be made on decreases in premium for which compensation has previously been paid.

Any compensation paid to Agent for premiums later refunded or credited to the customer, or any overpayment of compensation shall be a debt due Company from Agent and payable in accordance with this Section.

Section 17: Non-waiver

The failure of either the Company or Agent to insist in any one or more instances upon the performance of any duty or obligation of the other party under this Agreement, or the failure to perform any duty or obligation of this Agreement, shall not be construed as a waiver or relinquishment for the future performance of such duty or obligation in accordance with this Agreement.

Section 18: Assignment/Delegation

This Agreement, and the performance of any duty or obligation hereunder, may not be assigned or delegated by either party without the prior written consent of the other party; provided, however, that this provision shall not prohibit Agent from recommending Producers for appointment, as contemplated in Section 4 of this Agreement.

Section 19: Settlement of Disputes and Procedure

It is anticipated that any disagreements which may arise will be resolved by good faith negotiations between the parties. Should negotiations fail to resolve the matter, either party may send the other party written notice that negotiations regarding the disputed matter(s) have reached an impasse and may invoke the dispute arbitration mechanism set out below. It is the intention of the Company and Agent that customs and usages of the business of insurance shall be given full effect in the interpretation of the Agreement. The parties shall act in highest good faith in all aspects of the arbitration process. The arbitration procedure shall be the parties' exclusive remedy.

Section 20: Arbitration Procedures

A party desiring arbitration of a specific issue ("Claimant") shall make a written demand on the other party ("Respondent") stating, with specificity, the issue and the Claimant's position with respect to that issue. Within twenty (20) days of receipt of such demand, the Respondent shall respond in writing indicating its agreement or disagreement with the position of the claiming party Claimant and the reasons therefor. Within ten (10) days after Respondent's response becomes due, each of the parties shall designate an arbitrator by written notice to the other party. Within ten (10) days after designation of each party's arbitrator, the two arbitrators shall agree upon and select an umpire to act as a third member of the arbitration panel, and the two arbitrators shall jointly advise each of the parties, in writing, of their selection. If either party fails to name its arbitrator or if an umpire cannot be

selected, either party may petition the American Arbitration Association (AAA) and an arbitrator or umpire shall be selected at the earliest practicable time pursuant to the rules and regulations of the AAA.

The arbitrators and umpire shall all be present or prior executive officers of insurance or reinsurance companies and not be under the control, direction or other influence of either party to the arbitration or have a pecuniary interest in either the dispute or the parties For purposes of this Agreement, persons who are "under the control, direction or influence" of the other includes without limitation, current or former officers, directors, employees or agents of either party, their affiliates or subsidiaries, and shareholders of any of these entities. Notice naming any arbitrator or umpire shall indicate any prior contact, if any, of said arbitrator or umpire with either of the parties and their officers and directors. Either party may object to the arbitrators' selection of the umpire by sending a notice in writing to the arbitrators and the other party within fifteen (15) days of receipt of notice of the umpire selected by the arbitrators. Within ten (10) days after receipt of such notice of objection, the arbitrators shall determine whether to select a different umpire or overrule the objection made to the previously selected umpire, and the decision of the arbitrators shall be conclusive.

A hearing shall be scheduled to occur within sixty (60) days after the appointment of the umpire. Discovery may be conducted in accordance with the Nebraska Rules of Civil Procedure. A witness list, an exhibit list and copies of all exhibits to be used at the hearing shall be disclosed at least seven (7) days prior to the hearing. An arbitration brief shall be filed at least five (5) days prior to the hearing. Any disputes regarding discovery or disclosure shall be resolved by the umpire by telephone conference call.

Decisions of the arbitration panel, consisting of the two arbitrators and the single umpire, shall be made by majority vote, shall be made in writing, shall include findings of fact, and shall be delivered to both parties and each member of the arbitration panel. The arbitration panel is not authorized to award punitive damages and is specifically prohibited from making a punitive damage award.

The decision of the arbitration panel shall be made within fifteen (15) days after the hearing or the due date for the filing of the last written argument, as the case may be. Such decision shall be binding, final and non- appealable.

Any due dates for action in connection with arbitration can be extended by mutual, written agreement of the parties to this Agreement. Each party shall bear the fees and costs of its own arbitrator and the two parties shall share equally the expenses of the umpire; provided, however, that the reasonable fees and costs of the arbitration panel may be awarded to one party or the other as part of the ruling of the arbitration panel. The fees of the arbitrators and the umpire shall be set forth in the notice pursuant to which each of the members of the arbitration panel is named.

The arbitration panel is not obliged to follow judicial formalities. Arbitration shall be conducted in Lincoln, Nebraska or other such jurisdiction that is mutually agreed to by the parties.

This arbitration section of the Agreement shall survive the termination of this Agreement and be deemed an obligation of the parties which is independent and without regard to the validity of this Agreement.

Section 21: Violent Crime Control and Law Enforcement Act Compliance

Agent hereby certifies to Company that, to the best of its knowledge, none of its current principals, owners, officers, directors, employees, or Producers have at any time been convicted of a state or federal criminal felony involving dishonesty or breach of trust. In addition, Agent certifies that it will obtain sufficient information about any new principals, owners, officers and directors, employees, or Producers to satisfy Insurer's right to require that such persons have not been convicted of a felony involving dishonesty or a breach of trust. In the event Agent becomes aware that any above-described person has been convicted of such a felony after the effective date of this Agreement, Agent shall immediately notify Company.

Section 22: Miscellaneous

A. Agent and the Producers shall at all times be deemed independent contractors with respect to the services provided hereunder, and in no event shall this Agreement be construed to create a joint venture, a partnership, or an employer/employee relationship between the parties hereto concerning the subject matter hereof.

B. This Agreement, and any exhibits, supplements or addendum attached hereto, shall constitute the entire Agreement between the Company and Agent relating to matters contained herein and shall supersede all prior written or oral agreements between the parties concerning the subject matter hereof.

C. This Agreement may be amended or modified in any of its terms only by a written instrument signed by both parties. This provision does not prohibit Company from amending exhibits as described elsewhere in this agreement.

D. If any provision of this Agreement is found invalid by any court of competent jurisdiction, then such provision shall

be deemed automatically adjusted to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in full force and effect.

E. All questions pertaining to this document and its validity, construction and administration shall be determined in accordance with the laws of the State of Nebraska (but not including the choice of law rules thereof).

F. This Agreement is made between honorable persons experienced in the insurance business who were represented by competent counsel in the negotiation of this Agreement. Both parties pledge their best efforts to honor both the technical requirements and the intent of this Agreement and agree that any disputes which may arise shall be resolved in consideration of the purpose of this Agreement as well as the technical language and shall take into account the custom and practice of the insurance business with respect to such matters.

G. Each party represents and warrants to the other that it has taken all actions and has obtained all authorizations, consents and approvals necessary to execute this Agreement. Agent represents and warrants that it is duly licensed as an Agent. As a material inducement to Company to enter into this Agreement and to perform as contemplated under this Agreement, Agent represents and warrants to Company as follows:

1. Organization and Standing: Agent has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.
2. This Agreement constitutes the legal, valid and binding obligations of Agent and is enforceable against Agent in accordance with its terms.
3. Default: The execution and delivery of this Agreement and compliance with the terms of this Agreement by Agent will not conflict with, or result in the breach of, or constitute a default under, or result in the creation of any liabilities upon any of the assets or properties of Agent pursuant to, any corporate charter, bylaw, indenture, mortgage, lease, agreement or other instrument to which Agent is a party or by which Agent is bound.
4. Litigation: There are no actions, suits or proceedings pending or (to Agent's knowledge) threatened against or affecting Agent, before any court, arbitrator, or governmental body that would, if determined adversely to Agent, have a material adverse effect upon the financial condition, business or operations of Agent or the ability of Agent to perform its obligations under this Agreement.
5. Completeness of Statements: No information, exhibit, schedule, written statement, report or document furnished to Company in connection with this Agreement, nor any representation, covenant or warranty by Agent in this Agreement, contains any untrue statement of material fact or omits to state a material fact necessary to make the statements herein or therein not misleading or which shall have an adverse effect on Agent, Company, or Agent's ability to fully and faithfully perform under this Agreement.

H. This Agreement shall be binding upon and for the benefit of the parties and their respective heirs, executors, administrators, successors, devisees and assignees.

I. This Agreement may be executed in more than one counterpart, each of which will be deemed an original but all of which together will constitute one and the same instrument, and shall be deemed effective when each of the parties has executed a counterpart hereof. A facsimile or electronic copy of the signature page shall constitute an original for all purposes.

J. The headings or captions of this Agreement are for convenience and reference only and will not have any effect in modifying, explaining and otherwise adding to the interpretation, construction or meaning of this Agreement.

Section 23: Notices
Notice shall be given by certified mail, return receipt requested, postage prepaid, or by hand delivery, or by overnight service (such as Federal Express). Notice shall be considered received for hand delivery, or overnight service on the day it was delivered. Notice by certified mail shall be deemed received three (3) days following the day it was deposited with the U.S. Postal Service, addressed to the other party with postage prepaid.

If to Company:
Ameritas Life Insurance Corp.
474 Fallbrook Blvd.
Lincoln, NE 68521
ATTN: Karen M. Gustin, Executive Vice President—Group

With a copy to:
Group General Counsel
475 Fallbrook Blvd.
Lincoln, NE 68521

If to Agent:

Either party may change its address for purposes of receiving notices or the name and number of persons receiving notice on its behalf by written notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement be executed in duplicate by their duly authorized representatives effective on the date first written above.

Ameritas Life Insurance Corp.

By:_____

Printed: Karen M. Gustin

Title: Executive Vice President, Group Distribution

Date:_____

Ameritas Life Insurance Corp. of New York

By:_____

Printed: Karen M. Gustin

Title: Executive Vice President, Group Distribution

Date:_____

Agent Signature

By:_____

Printed:_____

Title:_____

Date:_____

Advance Commission Agreement

This Advance Commission Agreement is an addendum to the Commission Agreement by and among Ameritas Life Insurance Corp. and its sister company, Ameritas Life Insurance Corp. of New York (hereinafter individually and collectively referred to as the "Company"), and the writing Producer (hereinafter referred to as the "Producer", "you" or "your") named below.

It is understood and agreed as follows:

1. This addendum will not apply towards any business written prior to the effective date or to any pending business currently in the Company's Home Office.
2. As used in this addendum, "Producer" is defined as either:
   a. a writing Agent who receives direct commission payment from the Company, OR
   b. an Agency that receives direct payment from the Company pursuant to an assignment of commissions from a writing Agent to the Agency
3. Producer agrees to utilize direct deposit/ACH as sole method of payment of Producer commissions.
4. While this Agreement remains in effect, the Company will advance to you annualized first year base commissions on policy forms that are deemed in the Company's sole discretion to be advanceable.
5. The Company will advance 75% of your annualized first year base commissions for any PrimeStar sales issued on or after the effective date of this addendum. This percentage may be changed no more often than every six months.
6. One hundred percent (100%) of the earned commission on each of the policy's premiums will be applied to offset this debt, until it is paid in full. Thereafter, commissions will be payable as earned under and subject to the terms of your Commission Agreement.
7. An advance will be made when the policy is issued and the initial premium is received by the Company. In the event of any rescission, lapsed, cancelled or surrendered policy, or death of the insured, any unearned portion of the advance will be deducted from the next advance(s) and any earned first year or renewal commission. For any subsequent reinstatement, commission will be paid as earned. If there is any debt remaining at month-end because of the rescission, lapsed, cancelled, or surrendered policy, or insured's death, the Company may, at its discretion, require you to remit payment in full to clear such debt.
8. The outstanding balance of advances made to you shall be a debt that you owe to the Company, and the Company shall have a first lien against all monies that any division of the Company may owe you from time to time to secure that debt, including any Interest payable as provided below.
9. In addition to any debt under this Agreement, including interest, you agree to pay the Company all costs and reasonable fees (including attorney's fees) and costs of collection that the Company incurs to effect payment of your debt, which will become part of that debt.
10. This Agreement may be terminated at any time with or without cause, by either party, by giving notice to the other in writing at the last known address. This Agreement will terminate automatically upon and at the same time as termination of your Commission Agreement. This Agreement supersedes any prior agreements covering the same topic.
11. If you are a partnership or corporation, each individual signing below on your behalf shall be jointly and severally liable for any debt hereunder and shall be subject to the lien provided above and enforcement of it on the same basis and to the same extent as you.
12. This is the entire agreement between you and the Company as to advances of annualized first year base and non-base commissions, and it amends your Commission Agreement only as and to the extent stated. The Company may, at its sole discretion, modify the terms of this Agreement at any time. Any change in this Agreement may be made only in writing signed by the Company.
13. This Agreement shall be subject to and construed under the laws of the State of Nebraska. All actions with respect hereto shall be brought in a court of competent jurisdiction in the State of Nebraska.
14. The provisions of paragraphs 8, 9, and 11 will survive the termination of this Agreement.

15. This Agreement will be effective for policy applications received at our Home Office beginning no later than:

a. The first (1st) day of the month after this Agreement is fully executed by both the Producer and the General Agent, if this Agreement is received at our Home Office between the 1st day and 15th day of the preceding month, OR

b. The fifteenth (15th) day of the month after this Agreement is fully executed by both the Producer and the General Agent, if this Agreement is received at our Home Office between the 16th day and the last day of the preceding month.

Producer Name

Tax ID or Social Security Number
(Must match IRS W9 form currently receiving commissions)

Authorized Signature

Printed Name of Signer

Date

GENERAL AGENT(S) AS GUARANTOR(S)

The below General Agent accepts responsibility as a Guarantor, and agrees to be jointly and severally liable for any debts of the Producer signing the above Agreement. The General Agent agrees that such a debt will be a first lien against any money owed by any division of the Company to General Agent.

General Agent Signature

General Agent Printed Name

Date

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 ("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: _____ SIGN HERE **Date:** _____

FOR COMPANY USE ONLY

AGREED AND ACKNOWLEDGED BY COMPANY:

Name of Company: _____

Signature: _____

Name and Title: _____