SMC-010100 (08/20)

AGENT AGREEMENT WITH AMERICO LIFE, INC. AFFILIATES

52675 (08/20)

1. COMPANY-REPRESENTATIVE RELATIONSHIP

This Agent/Agency agreement (AGREEMENT) is with Americo Financial Life and Annuity Insurance Company and the affiliated Great Southern Life Insurance Company (The Company). Additional companies may be designated from time to time at the discretion of the Company. If an additional Company is added you will be notified as such and that company will be added to this AGREEMENT automatically without a need for any additional signatures and you will be subject to all of the same terms of this Agreement as well as those that may be amended from time to time.

The Company appoints you as its agent/broker (Agent, you or your) to represent us in connection with the insurance products that you have been approved to sell on the Company's behalf (our policies), in accordance with this AGREEMENT. You may be appointed by any of the Companies upon acceptance by an authorized representative of the companies. Americo Financial Life and Annuity Insurance Company, Great Southern Life Insurance Company, and any other company you may be appointed to, are separate companies. Your right to do business in any state is contingent upon your being licensed and actually appointed by the Company as required. You are deemed to have a separate contract enforceable by and against each of the Companies by whom you are appointed. Reference to "the Company" herein means the applicable appointing company(s). This Agreement supersedes any prior contracts or agreements between you and any of the Companies named above.

2. AGENT RIGHTS AND RESPONSIBILITIES

a. INDEPENDENCE. As an independent contractor, you are free to exercise your discretion and judgment as to time, place, and means of performing all acts hereunder. Nothing in this AGREEMENT is intended to create a relationship of employer and employee between you and the Company.

b. TERRITORY. You have no exclusive territories. Your territory is any state in which both you and the Company are authorized to do business.

c. AUTHORITY. We authorize you, subject to the provisions of this AGREEMENT:
   1. to solicit applications for policies described in the SCHEDULE OF COMMISSIONS and promptly to forward the applications to the Company for consideration,
   2. to collect the full initial premium in a form payable directly to the Company for policies to be issued and promptly to submit all premium collected to the Company,
   3. to deliver policies in accordance with any and all applicable state and/or federal laws as well as any delivery requirements of the Company on a timely basis, and
   4. to make reasonable efforts to maintain the Company's policies in force and to provide reasonable assistance to the Company's policyholders.

d. COMMISSIONS.
   1. Agent's Commissions. We will pay you, as full compensation for all services rendered and expenses incurred by you, first year and any applicable renewal commissions, at the rates provided and subject to the terms and conditions contained in the SCHEDULE OF COMMISSIONS, provided to you from time to time by your Independent Marketing Organization or as posted on the Americo.com website. The SCHEDULE OF COMMISSIONS may be changed, effective either upon notice to you by your Independent Marketing Organization or the Company posting updates to the Americo.com website. Any subsequent applications solicited by you shall be affected by such change. These commissions will accrue on premiums paid in cash to us for policies issued from applications procured by you while this AGREEMENT is in effect. Commissions will continue to be paid until the total commissions earned annually amount to less than $500.00, at which point no further commissions will be due or payable. Any compensation payable will be subject to the minimum amounts and pay frequency in place by the Company.
   2. General Agent's (agents with downline hierarchy) and Independent Marketing Organizations (IMO) Commissions. The Company will directly pay commissions to your agents according to the applicable Agreement and SCHEDULE OF COMMISSIONS. By making such payments, the Company will discharge our obligations to you and your agents to the extent of such payments. To the extent commissions vest under this AGREEMENT and the Agent Agreements of your agents, there will be no reversion to you of commissions due your agents. Commissions will continue to be paid until the total commissions earned annually amount to less than $500.00, at which point no further commissions will be due or payable. Any compensation payable will be subject to the minimum amounts and pay frequency in place by the Company.
   3. We reserve the right to withhold compensation at any time pending any investigation of you by the Company or any governmental agency or authority for alleged improper conduct until such time as such investigation has been concluded. This provision shall not affect our ability otherwise to terminate this Agreement pursuant to its Termination provisions.

4. Agents, General Agents, and IMOs may designate and change the beneficiary to receive commissions, fees, and other compensation payable to the agent that have not been paid at the time of his/her death under this Agreement. Any beneficiary designation shall be effective upon receipt of a request satisfactory to Company. If no beneficiary designation is in effect upon the death of Agent, commissions, fees and other compensation owed to the Agent will become non-vested after 90 days after which no other compensation will be owed. The rights of any beneficiary, will cease upon the death of the beneficiary and shall be subject to the rights of any assignee of this Agreement, including the Company, and no such assignment shall require the consent of any beneficiary. This section shall survive the termination of this Agreement.

e. LICENSING. You are responsible for all initial licensing fees and all applicable license renewal fees. We will pay the fee for your initial resident appointment. You will bear the cost of any nonresident appointment fees. Go to www.AmericoAgentAppointmentFees.com for full list of non-resident appointment fees for each state.

f. OTHER EXPENSES. The Company will provide you with application forms, medical examination forms and the various papers necessary to write and service policies. You will be responsible for all other business expenses.

g. ADVERTISING AND SALES PROMOTION. We will furnish to you all advertising materials, circulars and other Company printed sales material. We will consider your suggestions for specialized solicitation material, but none may be used without our prior written approval. You will, at all times, comply with applicable state laws and regulations.

h. REGULAR STATEMENTS. We will make available to you statements of your earnings, commission advances, charges and reductions or repayments of indebtedness. We reserve the right to charge an administrative fee if you elect to receive paper statements when electronic statements are available. The Company must be notified in writing of any disputed amounts or transactions within ninety (90) days of the transaction date. No amounts or transactions may be disputed more than ninety (90) days after the transaction date.

i. MONEY LAUNDERING. We are in compliance with United States laws concerning fraud and money laundering. We expect you to be aware of those laws relating to money laundering, and to comply with them as well. Such laws include, but are not limited to, the International Money Laundering Abatement and Anti-Terrorism Financing Act of 2001 (Title III of the USA PATRIOT Act). We expect you to adhere to the Company's Anti-Money Laundering (AML) guidelines; gather the necessary information needed to confirm the identity of applicants for the Company's products; complete the AML training required by the Company and immediately report suspected AML-related activity to the Company's AML officer.

j. COMMUNICATIONS. As a condition of the authority granted hereunder, you shall adhere to all policies, procedures and instructions related to the selling of insurance on the Company's behalf that are communicated to you or otherwise made available to you by the Company, from time to time, in any manner or medium, no matter how labeled or transmitted. In the event that you opt out or do not avail yourself of any of the Company's forms of communication, you will be deemed to have received any Company communication made in that form, whether actually received or not, and will be responsible for complying with the contents of same.

k. PCI COMPLIANCE. In the event that the Agent engages in payment card transactions as part of the services provided to a customer, the Agent shall comply with the Payment Card Industry Data Security Standards (PCI DSS) published by the PCI Security Standards Council, as the PCI DSS may be amended, supplemented, or replaced from time to time, and as applicable to the transactions processed by the agent. Agent accepts all responsibility for security of the cardholder data in their possession, even if the agent has separately contracted with a third party. For purposes of this Section, "Cardholder Data" means the numbers and other data assigned by card issuers to identify cardholders' accounts (including all data within the magnetic stripe), data about card transactions and other personal information of cardholders. Agent shall also defend, indemnify and hold harmless Americo and all affiliated companies, directors, officers, employees, successors and assigns from any and all claims, losses, liabilities, suits, actions, damages, associated with any and all payment card transactions and or security of cardholder data that may result.

l. COOPERATION. You will fully cooperate with the Company in any state or federal regulatory investigations or proceedings, any matters of litigation, or any matters pertaining to policyholders, customers, claimants, or agents of the Company, to the extent that they are related to matters pertaining to this AGREEMENT.

m. GENERAL AGENTS AND INDEPENDENT MARKETING ORGANIZATIONS RIGHTS AND RESPONSIBILITIES. You have the following additional rights and responsibilities to:
   1. solicit applications for policies described in the SCHEDULE OF COMMISSIONS through your agents appointed with our approval,
   2. recruit agents to solicit applications for policies,
   3. exercise proper supervision to assure the faithful performance by your agents of their Agent Agreements,
   4. provide training and support to your agents,
   5. repay in full amounts owed the Company by your agents upon demand by the Company. You are responsible for collecting from your agents, and
   6. collect override commissions or other compensation in states where insurance laws and or regulations permit commissions to be paid to agents who do not participate in any part of the insurance transaction.

3. COMPANY RIGHTS AND RESPONSIBILITIES
   a. RESERVATION OF AUTHORITY. The Company reserves and retains the exclusive authority to, and your authority does not permit you to:
      1. make, alter, or discharge any contract to which the Company is a party,
      2. waive or modify any terms, rates, conditions, or limitations of any policy,
      3. approve evidence of insurability, or bind or commit the Company on any risk, or in any manner except as outlined in the Conditional Receipt,
      4. deliver any policy where the health of the proposed insured at the time of the delivery is other than as stated in the application for insurance,
      5. collect any premiums after the initial premium without prior written approval from the Company,
      6. extend the time for any premium payment, or reinstate any lapsed policy,
      7. adjust or settle any claim, unless specifically directed by the Company,
      8. solicit applications in any state or jurisdiction without a valid insurance license for such solicitation,
      9. enter into any legal proceedings pertaining to the Company's business, except as noted in paragraph 4(e),
      10. exercise any authority on our behalf, other than as authorized by paragraph 2.,
      11. publish or circulate any advertisements, sales literature, illustrations or other printed materials referring to the Company or its products or officers without the company's prior written consent,
      12. incur any expenses in our name, without prior written approval, and
      13. approve or disapprove any of your agents. The Company's approval will be evidenced by our entering into an Agent Agreement with each of your agents.

   b. RESERVATION OF RIGHTS. With reasonable notice to you we specifically reserve the right to:
      1. discontinue or withdraw any policy from any state,
      2. modify or amend any policy or its premium rates,
      3. determine maximum and minimum limits on any policy,
      4. modify or change the conditions or terms under which any policy may be offered,
      5. implement and modify any rules and regulations of the Company,
      6. cease doing business in any state or geographically defined area,
      7. modify any SCHEDULE OF COMMISSIONS and the posting of any modifications on Americo.com by the Company shall constitute reasonable notice,
      8. make periodic revisions to this AGREEMENT and addendum or addenda thereto,
      9. terminate any of your agents, according to the applicable provisions of the Agent Agreements,
      10. assess you or your agents' unpaid charges, fees and other amounts as specified in our Agent Agreement and our rules and regulations, and
      11. demand repayment of any indebtedness to the Company by you or your agents at any time.

   c. SECURED OBLIGATIONS. In order to secure the full and prompt payment of any and all indebtedness due from you or your agents to us or guaranteed by you, the Company will have a security interest and first lien on any monies due at any time under the SCHEDULE OF COMMISSIONS or any applicable addendum. In addition to any statutory or other legal basis, the Company will have the right of offset and, at any time, may deduct from any monies, or other rights due you, such indebtedness together with interest at the maximum rate allowed by the law of your state and any attorneys' fees and collection costs incurred by us. Any compensation due to you from any of our companies listed in Paragraph 1 above is subject to a similar security interest and may be offset against any indebtedness owed by you to any of our companies listed in Paragraph 1.

   d. INDEBTEDNESS. In accordance with the terms of this AGREEMENT, you are responsible for your debt and the indebtedness of your agents. Agents include, but are not limited to, all agents and/or entities who have ever been in any of your downlines or hierarchies. Upon termination of this AGREEMENT for any reason, the entire amount of all monies due from you, and any and all of your agents, will be immediately due and payable on demand, and you are responsible for assuring that the debt is repaid in full. This does not waive the Company's right to request payment on demand of any indebtedness, at any time, that is due and payable to the Company. Monies due to you that are subject to offset include, but are not limited to, commissions, overrides, any compensation that is payable to you by anyone in any of your hierarchies. Additionally, you authorize the Company to offset against any and all sources of compensation which may include other agent codes that are payable to you or entities for which you are the principal or owner.

      You hereby agree that if you are terminated for indebtedness you will immediately become non-vested and any compensation in any form, present or future, is no longer due or payable to you.

      The Company may agree to enter into a repayment plan with you. Defaulting on any repayment plan agreed to by the Company will result in any amounts owed by you, becoming immediately due and payable.

      The Company hereby reserves the right (and you hereby consent) to charge interest on any outstanding indebtedness.

   e. VESTING. Except as otherwise stated in this AGREEMENT, vesting rules are set by the Independent Marketing Organizations. Refer back to your Independent Marketing Organization for vesting rules.

f. RULES AND REGULATIONS. The Company has the right to make and modify rules and regulations governing the issuance of its policies, the administration of this AGREEMENT and such other matters as the Company deems appropriate to further define the responsibilities and obligations of the parties. We will promptly provide you with such rules and regulations and any modifications.

g. MATERIALS AND RECORDS. All materials and their content which we provide you or, approve for your use or any other information pertaining to our products, will remain our sole and exclusive property, and will be used only in the solicitation of applications for Company policies and may not be used for any other purpose without our prior written approval. Upon termination of this AGREEMENT, or at any time instructed by the Company to do so, you will destroy all materials in any way related to the Company or its products including, but not limited to, Confidential and Proprietary materials, materials bearing the Company's name or logo such as forms, letterhead, and business cards, etc.

h. ASSIGNMENT. No assignment of this AGREEMENT or of any compensation due or to become due will be valid unless approved in advance in writing by the Company. Any assignment will be subject to the first lien and right of offset of the Company under paragraph 3(c), above.

i. AUDIT. Your accounts, ledgers, correspondence and other records pertaining to this AGREEMENT shall, at all times, be open to inspection and audit by authorized representatives of the Company or any of its reinsurers, regardless of any termination of this AGREEMENT. The Company shall have the right, during normal business hours and with reasonable notice, to inspect, audit and make copies from your books and records for the purpose of verifying your compliance with the provisions of this Agreement.

j. PRIVACY SAFEGUARDS. You will read, accept and abide by the terms and conditions of the privacy statements and policies set forth on the Company's website. You will use, store and access policyholder information in full compliance with any applicable state and/or federal laws, regulations, rules or standards.

You shall implement Information Security safeguards designed to protect consumer Personal Information maintained or stored by you that are no less rigorous than accepted industry standards. You shall ensure that all such safeguards, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

In the event you know or reasonably believe that there has been an unauthorized acquisition, receipt, transmission of or access to any policyholder information maintained or stored by you (in any manner), that may compromise the security, confidentiality, or integrity of any protected policyholder information ("Security Breach"), you shall within forty-eight (48) hours notify the Company of such Security Breach and provide information regarding its policyholders as requested.

In the event there has been a Security Breach of information maintained or stored by you, you, at your own cost, will take any and all remedial steps required by state or federal law, including, but not limited to, all notification requirements to individuals or governmental agencies

Consistent with Section 4(d) of this AGREEMENT, you shall indemnify and hold the Company harmless from and against any and all claims, demands, actions, suits, administrative proceedings and investigations, losses, damages, judgments, settlements, liabilities, costs, penalties and expenses (including attorney's fees) caused directly or indirectly by an act or omission of your agents or employees arising out of or in any way connected with any Security Breach.

4. RIGHTS AND RESPONSIBILITIES OF BOTH PARTIES

a. RECORDS. Both parties will keep proper records, as necessary, relating to the business transacted under this AGREEMENT.

b. CONDUCT OF BUSINESS. Both parties will conduct their activities as authorized and contemplated by this AGREEMENT in accordance with applicable laws and regulations. Both parties agree to treat each other on a fair and equitable basis in all dealings.

c. SUPERVISION. You will supervise your employees and agents who solicit and process applications for our insurance policies as provided in this AGREEMENT and will cause them to comply with all rules, regulations, and obligations imposed on you. The Company agrees to treat them as fairly and equitably as we treat you.

d. INDEMNIFICATION.

1. You shall defend, indemnify, protect, and hold Company harmless from and against any and all liability for claims, suits, regulatory or administrative proceedings and investigations, losses, damages, costs, penalties and expenses, including but not limited to court costs and reasonable attorneys' fees related thereto, arising out of or incurred by reason of (1) the breach of this Agreement, or (2) any actual or alleged negligent or intentional act, error or omission, or (3) any other act, error, violation, omission, or breach relating to any obligation under any applicable statute, regulation or other applicable law including but not limited to the Telephone Consumer Protection Act or similar laws and regulations, on the part of you, your Agents, anyone in your downline or hierarchy or others acting on your behalf in placing business pursuant to or carrying out the terms of this Agreement except to the extent such act, error, violation, or omission was expressly and knowingly authorized, by the Company. Your indemnification obligation includes all costs, expenses and attorneys' fees incurred by Company to enforce this indemnity obligation.

2. The Company shall defend, indemnify, protect, and hold you harmless from and against any and all liability for claims, suits, regulatory or administrative proceedings and investigations, losses, damages, costs, penalties and expenses, including court costs and reasonable attorneys' fees related thereto, arising out of or incurred by reason of (1) breach of this Agreement , or(2) any actual or alleged negligent or intentional act error or omission, or (3) any other act, error, violation, omission, or breach relating to any obligation under any applicable statute, regulation or other applicable law, on the part of the Company or others acting on Company's behalf in the placement of business pursuant to or carrying out the terms and conditions of this Agreement except to the extent such act, error, violation or omission was expressly and knowingly authorized by you. Company's indemnification obligation includes all costs, expenses and attorneys' fees incurred by Agency to enforce this indemnity obligation.
3. The indemnified party shall promptly notify the indemnifying party of any claim for which indemnification is sought, following actual knowledge of such claim, provided however that the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that such indemnifying party is materially prejudiced by such failure. In the event that any third-party claim is brought, the indemnifying party shall have the right and option to undertake and control the defense of such action with counsel of its choice, provided however that (i) the indemnified party at its own expense may participate and appear on an equal footing with the indemnifying party in the defense of any such claims, and (ii) the indemnified party may undertake and control of such defense in the event of the material failure of the indemnifying party to undertake and control the same.
   The indemnified party shall not consent to judgment or concede or settle or compromise any claim without the prior written approval of the indemnifying party (which approval shall not be unreasonably withheld), unless such concession or settlement or compromise includes a full and unconditional release of the indemnifying party from all liabilities in respect of such claim.

e. SERVICE. Both parties will provide prompt and professional service to our policyholders. By accepting compensation for the policies sold, you acknowledge that the actual policies sold and in force are the property of the Company. As such, you will not take any actions that suggest to, or encourage the policyholder to, surrender, lapse, or replace the policy or to cease premium payments. Any such activity gives us the right to terminate this AGREEMENT for cause. Such termination shall not be considered a waiver of the Company's right to seek damages arising from your conduct.

f. ORAL REPRESENTATIONS. Both parties confirm that no oral promises or representations exist which are not included in this AGREEMENT.

g. CONTRACT RIGHTS. Both parties recognize the rights of Independent Marketing Organizations to all of their contracted agents, provided that such contracted agents have written new business defined as a submitted application for the Company's insurance products during the six-month period immediately preceding a request to transfer the agent to another Independent Marketing Organization.. If agents contracted by an Independent Marketing Organization have written new business for the Company during the six-month period immediately preceding a request to transfer the agent to another Independent Marketing Organization or General Agent, transfer will be allowed under the following circumstances:
   1. With a written release by the current Independent Marketing Organization;;
   2. Without a written release if the Agent is terminated by the Independent Marketing Organization for reasons other than the "Termination For Cause" reasons listed in Section 4(j) of this Agreement; or
   3. Without a written release if the Independent Marketing Organization self-terminates; or
   4. Without a written release, six months after a request to transfer has been received by the Company (hereinafter "the Notice Period"). During this six-month notice period, the agent may continue to write business under the then current IMO without resetting the notice period and or release date. Nothing within this provision will affect or alter the current Independent Marketing Organization's or General Agent's right to override commissions or other compensation generated during the Notice Period.

   Any debt that may exist at the time of transfer and/or any debt incurred regardless of when the policy was written will transfer with the agent and the new Independent Marketing Organization and General Agent shall bear liability for such indebtedness.

h. TERMINATION WITHOUT CAUSE. Termination under this clause will not impair any contractual rights to commissions under the terms of the SCHEDULE OF COMMISSIONS. This AGREEMENT may be terminated without cause as follows:
   1. by either party giving written notice, mailed to the other party's last known address or sent electronically to the last known email address where permitted by state law, and within the timeframe required by the law of your state. Termination shall be effective upon the date of the written notice of termination,
   2. upon your failure to provide us with a current resident mailing address whether or not required by state law, or a current email address if your state allows for termination notice to be delivered by electronic means,
   3. upon your failure to produce an adequate volume of business, or to maintain an in-force persistency or policy placement rate acceptable to the Company.

i. AUTOMATIC TERMINATION. Termination under this clause will not impair any contractual rights to commissions under the terms of the SCHEDULE OF COMMISSIONS. This AGREEMENT will automatically be terminated as follows:
   1. when you die or become insolvent if you are an individual,
   2. upon the dissolution, insolvency or assignment for the benefit of creditors, if you are a partnership or corporation,
   3. upon the death of one or more partners, if you are a partnership,
   4. upon your failure to acquire or continuously maintain all licenses required by law,
   5. upon the termination of the Agent Agreement of your General Agent or Independent Marketing Organization.

j. TERMINATION FOR CAUSE. This AGREEMENT may be terminated for cause as follows, if you:

1. withhold any funds, commissions, overrides or any other compensation payable that rightfully should have been transmitted to an agent of the Company,
2. withhold any premium, receipts, documents, correspondence, or any other funds that rightfully should have been transmitted to the Company,
3. fail to promptly return any property belonging to us when requested to do so,
4. have a final judgment of felony conviction involving dishonesty or breach of trust, or any offense under Title 18 U.S. Code, Sec.1033,
5. hold a license that is revoked or suspended in any state or jurisdiction,
6. have a required bond refused or cancelled,
7. misrepresent any of our products or services,
8. misrepresent or omit any material information on an application for, or reinstatement of our policy,
9. commit or attempt to commit fraud, against the Company or a policyholder,
10. fail to comply with material terms of this AGREEMENT, including but not limited to 2(l) Cooperation, or our stated rules and regulations, cause or attempt to cause employees or agents of ours to discontinue their association with the Company,
11. cause or attempt to cause any policyholder of the Company to discontinue any policy, or discontinue contributions to any annuity contract,
12. falsify or alter material information provided to us, or fail to provide any material information to the Company upon request, or
13. violate any state or federal law that would preclude you from obtaining or maintaining an insurance license.

Upon termination for cause, you will have no further rights under this AGREEMENT to any commissions, commission overrides or other compensation otherwise payable under the terms of this AGREEMENT and the SCHEDULE OF COMMISSIONS. A termination for cause will be effective upon your conviction of a felony or any crime under Title 18 U.S. Code, Sec. 1033, or revocation of your license to sell insurance, or upon the Company sending you a written notice of termination which specifies one or more of the above reasons for termination for cause. A termination for cause may trigger reporting requirements to state departments of insurance.

k. FINAL ACCOUNTING, PAYMENT OBLIGATIONS AND RECOVERY RIGHTS.

1. Upon termination of the Agent Agreement of any of your agents for cause or without cause, the entire amount of all monies due from such terminated agents, will be immediately due and payable on demand, and you will be responsible for repayment of such debt in full. Such responsibility will include the indebtedness of all agents that you receive an override on, recruit to solicit policies on behalf of the Company, or where you have guaranteed the indebtedness.
2. Upon termination of this AGREEMENT for any reason, the entire amount of all monies due from you, and any and all of your agents, will be immediately due and payable on demand, and you are responsible for assuring that the debt is repaid in full. This does not waive the Company's right to request payment on demand of any indebtedness, at any time, that is due and payable to the Company.
3. You have the right to recover from your agents amounts owed to you by your agents under the terms of this AGREEMENT, together with interest, all costs of collection, and attorney's fees.

l. NON-WAIVER. Forbearance by either party to insist upon the performance of any provisions of this AGREEMENT, at any time, or under any circumstances, will not constitute a waiver of the right to demand performance at any future time.

5. GENERAL PROVISIONS

This AGREEMENT is governed by the laws of the State of Texas. The parties hereby submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Northern District of Texas and the trial courts of the State of Texas and consent to the personal jurisdiction of such courts for purposes of this agreement. This AGREEMENT, together with the Agent/Agency Application contemporaneously submitted to the Company and the attached SCHEDULE OF COMMISSIONS and the ADDENDUM(S) applicable to this AGREEMENT, constitute the entire agreement of the parties, will be effective on the date accepted by the Company and will supersede any prior agreements, and may only be modified in writing.