Qualified Annuity

Agent Addendum

17-123-1 (06/17)

AMERICO

This ADDENDUM is effective as to any Qualified Fixed Indexed Annuity business submitted by you on or after June 9, 2017, and is part of the AGENT AGREEMENT (AGREEMENT) between you and Americo Financial Life and Annuity Insurance Company, Great Southern Life Insurance Company, and The Ohio State Life Insurance Company and any other companies as may be designated from time to time, (individually and collectively, Americo, the Company, we, us, or our) pursuant to which you or your agents solicit applications for the insurance products that you have been approved to sell on the Company's behalf (our policies or products).

Fiduciary Status

a. **Agents**. To the extent that you or your agents (whether an Insurance Agency, Broker Dealer, Registered Investment Adviser and any of their representatives) act as an "investment advice fiduciary," as defined in section 3(21) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and/or the applicable rules issued by the United States Department of Labor ("DOL") at 29 CFR section 2510.3-21 (the "DOL Fiduciary Rule") as in effect on June 9, 2017, (herein the "Applicability Date"), in connection with the distribution of Fixed Annuity Products to (or purchase or funding of such products with assets of) employer sponsored retirement plans, and Individual participant accounts thereunder that are subject to ERISA, and/or to plans subject to section 4975 of the Internal Revenue Code of 1986, as amended ("IRC") such as individual retirement accounts ("IRAs") described in sections 408 and 408A of the IRC (collectively "Covered Accounts"):

   i. You and your agents shall comply with standards of care and undivided loyalty applicable to plan fiduciaries under ERISA and to fiduciaries under section 4975 of the IRC. You acknowledge and agree that nothing in this Agreement shall cause or require Company to provide any investment advice or recommendation, or otherwise act as an "investment advice fiduciary," as defined in the DOL Fiduciary Rule, with respect to any Covered Account that acquires or holds a Policy or that uses its assets to purchase or fund a Policy.

   ii. If you or any of your agents may be engaged in prohibited transaction(s) as described in section 406(a) or (b) of ERISA or section 4975(c) of the IRC, in connection with the provision of such advice, you and your agents shall comply, and shall ensure that each of its representatives complies, with all conditions of the applicable prohibited transaction exemptions ("PTEs") that cover such transaction(s).

   iii. With respect to any Policy acquired prior to or held on the Applicability Date by a Covered Account (or funded with assets of a Covered Account), you and your agents shall be responsible for fulfilling, or ensuring that the appropriate representative(s) fulfill any fiduciary obligations arising under the DOL Fiduciary Rule and complying, or ensuring that the appropriate representative(s) comply, with the conditions of any applicable PTE for any investment advice as defined in the DOL Fiduciary Rule, provided with respect to such Policy, on or after the Applicability Date.

b. **Company**. You and your agents acknowledge and agree that Company shall not be required to, nor shall it provide, any investment advice, as defined in the DOL Fiduciary Rule, on or after the Applicability Date, with respect to any Policy acquired, held by, or funded with assets of a Covered Account pursuant to this Agreement and/or for which you or your agents are the agent-of-record. Notwithstanding the foregoing, the parties further acknowledge and agree that, solely if and to the extent Company may be determined by any third party with authority to make such assessment (e.g., a court or regulator) to be providing investment advice as defined in the DOL Fiduciary Rule, on or after the Applicability Date, such advice shall be treated as (and is understood by the parties to be) advice to you or your agents in your or your agents' capacity as an independent fiduciary with financial expertise within the meaning of paragraph (c)(1) of the DOL Fiduciary Rule.

   Accordingly and in any such event:

   i Company represents that:

      (A) it is not undertaking to provide any such investment advice on an impartial basis,

      (B) it has a financial interest in the transaction which would affect the independent exercise of its best judgment on behalf of you and your agents and such Covered Accounts; and

      (C) it does not receive a fee or other compensation directly from the ultimate Covered Accounts for the provision of any such investment advice; and

   (ii) You and your agents represent and warrant to Company and each of its affiliates that:

      (A) you and your agents are independent of the Company and its affiliates;

      (B) you and your agents are a fiduciary under ERISA and the IRC with respect to the Covered Account(s) which is the ultimate subject of the investment advice;

      (C) you and your agents are capable of, and responsible for, evaluating investment risks on behalf of its Covered Accounts independently, both in general and with regard to the specific transaction entered into pursuant to this Agreement,

      (D) you and your agents are an entity described in Section (c)(1)(i)(A) through (D) of the DOL Fiduciary Rule; and

      (E) you and your agents understand that such investment advice is intended to be (and shall be) treated as advice to an independent fiduciary with financial expertise within the meaning of paragraph (c) (1) of the DOL Fiduciary Rule to the extent necessary so as not to cause Company or any of its affiliates to be treated as "advice fiduciaries" within the meaning of ERISA or the IRC.

c. **Supervision**. You and your agents acknowledge and agree that Company has no supervisory authority over you or your agents or any agency representatives relating to their provision of investment advice, as defined in the DOL Fiduciary Rule, with respect to any Covered Account that acquires or holds a Policy or uses its assets to purchase or fund a Policy, notwithstanding, if applicable, Company's maintenance of a suitability supervision system for purposes of complying with laws, rules, and regulations adopted by states and their state insurance regulatory authorities relating to the suitability of recommendations of certain annuity and insurance transactions.

Compliance with Laws, Rules and Regulations

a. **Insurance-related and Other Laws, Rules and Regulations.** The parties to this Agreement shall fully comply with all applicable state and federal laws, rules, and regulations, including without limitation, state insurance laws, laws applicable to employer-sponsored retirement plans and individual retirement accounts, and rules and regulations of the SEC, DOL and other jurisdictions or governmental or regulatory agencies as in effect from time to time (collectively, "Applicable Law"). All parties acknowledge and agree that compliance with the DOL Fiduciary Rule does not obviate the requirement to comply with any other applicable law. All parties agree to provide information or reports with respect to their duties hereunder pursuant to request by any regulatory authority having jurisdiction with respect thereto.

b. **Compensation Disclosures**. You and your agents will comply with applicable law, including without limitation, the DOL Fiduciary Rule, to the extent applicable, and any applicable PTE, governing the disclosure of compensation with respect to insurance products. At a minimum, you and your agents will disclose that you receive commissions based on a percentage of the premiums paid by the customer or a fee based on the amount of the assets managed under the products sold by you as well as the amount you will receive on the sale of the specific product.

c. **Compliance Certification(s).** Company may require periodic certifications by you and your agents with respect to its compliance and the compliance of its representatives with all of the particular compliance requirements set forth in this Agreement (i.e., Anti-Money Laundering, Compensation Disclosures) as well as the compliance with Company's rules and policies. Failure to timely respond to such requests for certification may, in Company's sole discretion, result in compensation being withheld until such certification is provided or in the termination of this Agreement.

Advertising/Marketing Materials

You and your agents acknowledge and agree that any marketing materials, compliance assistance or other information (including but not limited to materials, compliance assistance or other information intended to assist in fulfilling disclosure obligations under any applicable rule, law, prohibited transaction exemption, regulator or regulatory advice) provided by the Company to you and/or any of your downline agencies and their agents and representatives are not "investment advice" provided directly or indirectly by Company to any person within the meaning of the DOL Fiduciary Rule, or any disclosure conditions of any applicable PTE. Notwithstanding the foregoing, solely if and to the extent Company is determined by any third party with authority to make such assessment, (e.g., a court or regulatory) to be providing investment advice as defined in the DOL Fiduciary Rule on or after the Applicability Date, such advice shall be treated as advice to an independent fiduciary with financial expertise within the meaning of paragraph (c)(1)of the DOL Fiduciary Rule so as not to cause the Company or any of its affiliates to be treated as advice fiduciaries within the meaning of ERISA or the IRC.

Compensation

The Company is not responsible for determining (and has not determined) whether the compensation paid to you for the sale of its products constitutes reasonable compensation, creates a material conflict of interest for the recipient or any associated financial institution, or is intended or would reasonably be expected to cause the recipient to make recommendations that are not in the best interests of the retirement investor, in each case within the meaning of 29 C.F.R. § 2510.3-21 and/or PTE 2016-01, 84-24, or other applicable prohibited transaction exemption under the DOL Fiduciary Rule. The commission schedules of the Company are not intended to satisfy (in whole or in part) any disclosure or similar obligations of the recipient or any associated financial institution under the above referenced rules. Even where a default or single compensation schedule applies to a particular product, the Company shall not be deemed to have selected such option on behalf of the recipient or to have made any determination relating to compensation matters.

Indemnification.

By Agency. Agency and its agents will defend, indemnify and hold harmless Company and each of their current and former affiliates, directors and officers against any losses, expenses (including reasonable attorneys' fees), claims (including, but not limited to, claims for commissions or other compensation), damages or liabilities to which Company and any such affiliates, director, officer may become subject insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon Agency and/or its producers' performance, non-performance or breach of this Agreement, including, but not limited to, any unauthorized use of sales materials, any misrepresentations or any sales practices concerning the Policies, or any violation of applicable law by Agency and its agents, including any violations of laws, rules, and regulations applicable to any Covered Account that acquires or holds a Policy or that uses its assets to purchase or fund a Policy, including violations of ERISA, the prohibited transaction provisions of ERISA and/or the IRC, and any applicable PTE ("Indemnified Claims"). Company may, at its option, defend itself/themselves from any Indemnified Claims and/or settle such Indemnified Claims. If Company chooses to defend itself/themselves from, and/or settle, any Indemnified Claims, Agency agrees to pay any costs, including reasonable attorneys' fees, incurred by Company and any amounts paid by Company as a result of a judgment or settlement concerning Indemnified Claims. Company may also recover all attorneys' fees incurred in enforcing its/their rights under this Section from Agency.