

# AGENT'S AGREEMENT WITH POWER TO APPOINT



## 1. Parties

The parties to this Agent's Agreement with Power to Appoint ("Agreement") are Great American Life Insurance Company® (the "Company", "we", or "us"), an Ohio corporation, and the agent identified at the end of this Agreement (referred to herein as "you", "your" or "Agent," as the context requires.)

## 2. Appointment

The Company appoints you as its agent to solicit and procure applications/order tickets/request forms for the insurance coverage listed in the Schedule(s) of Commissions referred to on the signature page hereof, which is (are) incorporated herein and made a part of this Agreement. This appointment is effective as of the date set out at the end of this Agreement and will continue in effect until terminated.

## 3. Territory

Your appointment is limited to the territory in which, as of the date hereof, you are presently and validly licensed as a resident insurance agent and appropriately appointed by the Company. This Agreement will also apply to any business you do in any other locations in which you are licensed as a non-resident agent and appropriately appointed by the Company in such locations. You do not have an exclusive right in or to any such territory or location. You specifically acknowledge that the Company may, in its sole and absolute discretion, appoint additional agents, brokers and/or subproducers at any such location or within any such territory as it deems appropriate. You acknowledge that the Company may, in its sole and absolute discretion, enter into different compensation and commission structures with any such agent, broker or subproducer. You acknowledge that such additional appointments or structures may have, as their natural consequence, an effect on your business and revenues and you specifically waive any claims against the Company that may arise therefrom or in connection therewith.

## 4. The Company's Duties

- a. The Company will pay any fees directly related to your appointment as its agent for the territory described above, and for any renewals of such appointment. The Company will not pay the fees or charges for your life insurance license or for any examination or continuing education required for it. Also, the Company may, but is not required to, designate you as its agent at your request in other territories; provided, however, you will be responsible for all fees and other costs that apply to such designations.
- b. The Company will pay commissions to you on business you produce according to the terms and conditions set forth in this Agreement and in the Schedule(s) of Commissions referred to on the signature page.

## 5. Your Duties

- a. You shall solicit and procure applications/order tickets/request forms for the insurance coverage listed in the Schedule(s) of Commissions referred to on the signature page hereof that you are licensed to sell; provided, however, the Company may, in its sole discretion, refuse to accept, or require the amendment of, any application/order ticket/request form.
- b. You shall operate your business in strict conformance with all applicable laws, rules and regulations, and in conformity with this Agreement as well as the Company's rules, policies and procedures. You may not solicit or deliver policy forms in any territory or location which requires regulatory approval of such forms, or in which the Company is not licensed to do business, until such regulatory approval or licensing has been obtained by the Company.
- c. You agree to exert your best effort to keep all insurance produced by you and by agents for whom you are an Appointing Agent under this Agreement (such appointed agents being hereinafter referred to as "subordinate agent(s)") in full force and effect.
- d. You agree to be bonded in such manner as the Company may from time to time, and subject to reasonable amendment, require.
- e. You agree to be responsible for all taxes, insurance (including, but not limited to, workers' compensation) and benefits as a self-employed independent contractor. Nothing contained in this Agreement shall create, or shall be construed to create, the relationship of a partnership, franchise, joint venture or an employer and employee between the Company and you.
- f. You shall be solely responsible for and to any other person(s) you contract with or employ to fulfill your duties under this Agreement.
- g. You shall be solely responsible for and pay all expenses incurred by you, including license fees and charges that the Company has not specifically agreed to pay.
- h. You shall promptly notify the Company of any written customer complaint that relates to the sale or marketing of the Company's products, or any activity in connection with or notice of any regulatory investigation, disciplinary action, judicial proceeding and the like involving you or your subordinate agent(s). You will fully cooperate with the Company during its investigation of any consumer complaint or in connection with any other investigation being conducted by the Company.
- i. You shall maintain accurate records regarding business transacted by you pursuant to this Agreement, including customer and regulatory complaint files and such other information as the Company may reasonably require. All such records and other information shall be subject to inspection by the Company at any time during normal business hours. No entry in any record made or kept by you shall be binding on the Company. Upon termination of this Agreement and if requested by the Company, you shall immediately forward to the Company, at your cost and expense, a copy of all such financial records and documents of all business produced under this Agreement, including, but not limited to, accounting records, bank account records, underwriting files, policy records and claim files, as well as all such other documents as the Company may reasonably require.
- j. You shall not use any material, supplies or advertising in any medium or format which mentions the Company by name or logo or relates to any of its products except for that provided by the Company or with the Company's prior written approval.
- k. When engaging in any conduct or activities outside the power or authority expressly granted in this Agreement, you shall not create or permit, by action or omission, any appearance or likelihood of confusion that your conduct or activities are authorized, ratified, or are by or on behalf of the Company.
- l. You shall hold the Company harmless and defend and indemnify it against any and all liability, claim or cause of action (including regulatory or administrative proceedings), including costs and attorneys fees, resulting from or arising out of your conduct or that of subordinate agents or out of a breach of this Agreement, a violation of law or an error or omission committed by you or any of them.
- m. You shall promptly deliver all items given to you for delivery to another person or to the Company.
- n. You shall follow all instructions set out on premium receipts and conditional receipts prepared by the Company, and promptly send to it all premiums collected from applicants and any other money that the Company may authorize you to collect.
- o. You shall, where appropriate, accurately calculate any exclusion allowance or maximum deductible contribution applicable to the payment of premiums for any policies, and be solely responsible for the proper calculation of such allowance or maximum deduction by you and by subordinate agents.

- p. You shall maintain the active status of all licenses and registrations necessary to sell the Company's products and, if such active status should lapse or be placed in suspension for any reason, you shall immediately discontinue all efforts to market or sell the Company's products (including, but not limited to, the finalization of any sales already in process) and notify the Company of the same.
- q. You will keep confidential all information about the Company and Company products, including without limitation business practices, marketing strategies, computer programs, rate manuals and printed and electronic data. You will only use such information for the purposes contemplated herein and shall not disclose any such information, other than sales materials intended for distribution to customers.
- r. You will not use any "nonpublic personal information" as defined in the Gramm-Leach-Bliley Act (the "GLB") or information subject to any other privacy law or regulation for any purpose, or disclose such information to any other person, except as otherwise permitted by therein.
- s. You will not recommend any Company product unless you have reasonable grounds, after full inquiry, to believe it is suitable for the applicant.
- t. You agree to abide by all Rules and Regulations of the Company including, but not limited to the Company's Anti-Money Laundering Program.

**6. Delivery of Policies and Contracts**

- a. You shall promptly deliver all items given to you for delivery to another person or the Company; provided, however, delivery of a life insurance policy approved and issued by the Company may be made only if: (1) the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as is stated in the application/order ticket/request form for such policy; and (2) the first premium has been fully paid.
- b. Any life insurance policy not delivered pursuant to subsection (a) above shall be immediately returned to the Company.
- c. For each life insurance policy or annuity contract issued in a form as applied for and returned for cancellation on account of nonacceptance by the applicant or which is rewritten at your request, the Company, upon request, may require reimbursement from you for the costs associated with issuing a new policy.

**7. Premium Settlements**

Only the initial premium on applications/order tickets/request forms procured by or through you may be collected by you. All premium settlements shall be by check or by electronic funds transfer received subject to collection and payable to the Company. No agent or agency checks will be accepted. All such monies received by you are received as a fiduciary trust, and you shall immediately forward any such premium settlement, entire or partial, to the Company. You do not have the authority to open or maintain any bank account in or using the Company's name or to negotiate or deposit any funds collected on the Company's behalf.

**8. Limitations**

You are not authorized, and are expressly forbidden, to bind the Company by any promise or agreement, to incur any debt, expense or liability in its name or account, to enter into any legal proceedings in connection with any matter pertaining to the Company's business, or to waive or alter any provisions of any policy issued by the Company.

**9. Repayment/Indebtedness**

If you owe money to the Company or any of its affiliates at any time for any reason, you understand and agree that:

- a. any amount (including commissions) that you must repay to the Company or any of its affiliates are a debt that is due and payable upon demand;
- b. interest may accrue and be payable on your debt beginning on the date of the event that creates your obligation of payment;
- c. interest shall be at the rate of 12% per annum (or such lesser rate which is the maximum rate permitted by law) and the Company may also charge you costs and reasonable fees (including attorneys fees) if your debt is referred to a third party for collection;
- d. any amounts that you owe the Company, or any of its affiliates, are and shall be secured by a first lien against any compensation that may be or become due or payable to you, which first lien is hereby granted to the Company by you and the lien hereby created shall not be extinguished by the termination of this Agreement;
- e. any amounts payable or due to become payable to you hereunder shall be subject to a lien and right of setoff for any debt from you to the Company, or any of its affiliates, whether then existing, contingent or not yet matured, all in such amounts as the Company may reasonably determine;
- f. because your potential future commission earnings act as security (under the previous paragraph) for any amounts that you owe to the Company, or any of its affiliates, you agree that with respect to any policies to which this Agreement relates, you will not induce or try to induce the reduction or stoppage of premium flow, or the transfer of premiums (in whole or in part) to any other insurance company or to any other investment instrument, for so long as any amounts are owed to the Company, or any of its affiliates, by you (including after termination of this Agreement); and
- g. the Company may charge you for, and you hereby agree to indemnify and hold harmless the Company for, any amounts owed to the Company, or any of its affiliates, by any subordinate agent, to the extent that such debt was incurred during the time that you were an Appointing Agent for such subordinate agent and these charges will be added to your indebtedness and you will be responsible for these charges as money that you owe to the Company.

**10. Assignment**

Neither this Agreement, nor any of your rights under it, may be assigned, pledged or hypothecated, without the prior written consent of the Company. The Company does not assume any responsibility for, or guarantee the validity or sufficiency of, any assignment. No assignment shall be operative while any indebtedness to the Company or any of its affiliates remains unsatisfied and any such assignment shall be subject to any existing or future indebtedness of yours to the Company hereunder.

**11. Discontinuance of Policy Forms**

Without liability to you, the Company may in its sole discretion, at any time and from time to time, (a) retire from any territory; (b) discontinue and/or withdraw any form of policy in any territory without prejudice to its right to continue use of said form in any other territory of the Company; (c) discontinue and/or withdraw any form of policy in all territories; and (d) resume the issuance or use of any form in any territory or territories at any time.

**12. Commissions**

- a. The Company shall pay you the commissions computed on the commissionable premiums paid to, received and accepted by the Company on applications/order tickets/request forms procured by you in accordance with this Agreement at the rate and under the conditions as set forth in the Schedule of Commissions referred to on the signature page, as amended from time-to-time by the Company. Any commission designated in any schedule shall not be deemed a "service fee" for any period of time.
- b. First year and renewal commissions shall be fully vested to you (subject to forfeiture as described in Section 14) as such commissions are earned as set forth in the Schedule of Commissions. Service fees, if any, shall not vest. No commissions will be earned on premiums paid in

advance until after the due dates of the respective premiums so paid in advance and then only if the policy is in force and effect on such due dates.

- c. The Company reserves the right to revise the commission rates or conditions on any one or all of the policies or schedules at any time it deems such revision advisable, but such revision shall apply only to applications/order tickets/request forms for insurance thereafter received.
- d. If any insurance procured hereunder is subsequently and appropriately converted to, or replaced by, some other form of policy, the commissions payable, if any, under such new insurance shall be paid to you only if such conversion or replacement is affected by or through you.
- e. Subject to forfeiture as described in Section 14, commissions shall be payable no less than quarterly. If the premium on any policy secured hereunder is not paid within one hundred eighty (180) days from the premium due date and such policy is subsequently reinstated, you shall be entitled to further commissions thereon only if said policy is reinstated by or through you.
- f. Should the Company, in its sole discretion, deem it appropriate at any time to refund any premium on which you were paid any compensation, then such compensation shall be charged back to you and deducted from future commission payments.
- g. Commissions on benefit riders, term riders, replacement policies and conversions shall be payable in accordance with Company practices at the time the coverage is issued, converted or replaced, as the case may be.
- h. Subject to Forfeiture as described in Section 14, in the event of your death, any commissions due under this Agreement will be paid directly to the person or persons you have specifically designated to receive the same in your valid last Will or, if no such specific designation is made, then to your estate. If this Agreement is with a corporation, commissions will remain payable to such corporation.
- i. You must repay to the Company any commissions that it has paid to you on all controlled business (as defined below) that terminates, is rescinded, or is surrendered during the first two policy years. "Controlled business" means any business on which you may directly or indirectly either control the payment of premiums or control or influence exercise of the right to terminate, rescind or surrender, which includes but is not limited to, any policy or contract under which the owner or insured is: (i) you or your spouse or any person in your immediate family (parents, brothers, sisters, children, or their spouses) or the immediate family of your spouse; or (ii) an associate in or member or employee of your agency or any person in the immediate family of such associate, member or employee.
- j. Notwithstanding any of the foregoing, no commission shall be due and owing pursuant to the terms of this Agreement for or during any period of time during which you are in breach of the terms hereof or which arises from or relates to policies procured through any violation of law or this Agreement.

### 13. Termination

- a. This Agreement shall automatically terminate in the event of: (1) your being in any non-licensed status as is required for the sale of insurance; or (2) involuntary assignment of this Agreement for the benefit of creditors; or (3) your death (alternately, if you are a partnership or a corporation, upon any event legally or contractually causing a dissolution of the partnership or a termination of the corporation).
- b. This Agreement may also be terminated by either party with or without cause immediately upon notice given to the other party. The right of termination under this subsection (b) is not restricted by the provisions for termination in (a) above. You agree that you have no recourse for any damages or injury which you may suffer by reason of the termination of this Agreement.
- c. Upon any termination of this Agreement, you shall immediately pay in cash any sums due hereunder and shall immediately deliver to the Company all of the previously furnished materials, supplies, advertising and any other matter which mentions the Company by name or is connected with its business.
- d. Upon termination, commissions will be paid (subject to forfeiture as described in Section 14) in accordance with this Agreement if (1) your total commissions for the previous calendar year are equal to or greater than \$200, (2) you inform the Company of any change you make in your current mailing address as recorded at the Company's administrative office and (3) premium contributions in force as of the end of a calendar year for any annuity contracts written under this Agreement are equal to or greater than 75% of the premium contributions in force as of the beginning of that calendar year.
- e. Your record or knowledge of names of policyholders and expiration dates shall not be disclosed by you to any agent, broker, or other person, unless required by law, nor used by you for purposes of solicitation.
- f. Upon termination, you agree that you will no longer have the authority to use our name, materials, or claim any association or relationship with us.
- g. The Company reserves the right to terminate this Agreement if you fail to meet any production goals the Company sets for you.

### 14. Forfeiture

- a. If at any time you or your subordinate agents engage in the conduct described below, you will forfeit your right to all commissions from and after that time, and all commissions will become the Company's property:
  - (1) withhold or misappropriate any money or other property belonging to a customer or the Company;
  - (2) subject the Company to liability due to your misfeasance, negligence, error, omission or malfeasance;
  - (3) commit an act of fraud or embezzlement;
  - (4) fail to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction over this Agreement;
  - (5) fail to conform to the rules and regulations of the Company including, but not limited to its Anti-Money Laundering Program;
  - (6) engage in conduct that is grounds for suspension, revocation or termination of your insurance license;
  - (7) without the Company's prior written consent, induce or try to induce any agent appointed by the Company or employee of the Company to end his/her relationship with the Company;
  - (8) conduct yourself in such a manner that would tend to injure the Company's good name or good standing;
  - (9) fail to pay any indebtedness to the Company on demand; or
  - (10) systematically replace the Company's policies with those of other companies.
- b. The Company reserves the right to take disciplinary actions, up to and including termination, for violations of this Agreement.
- c. **Termination of this Agreement, for cause or otherwise, and any forfeiture described herein, are specifically agreed to and intended by the parties to be a remedy for such termination or misconduct. The parties recognize that an agent's wrongdoing as described herein may negatively affect any insurance company's reputation, including its agents' reputation, for honesty and integrity. Reputation is an important consideration in the sale of insurance to the general public and in the renewal of existing in force policies. The parties further recognize that the damages caused by an agent's intentional, wrongful or criminal acts are difficult to prove, measure, and calculate since a customer's decision to do business, or continue to do business with a company, is subject to many varied influences. Under the circumstances, the parties agree that the remedies specified in this paragraph, including forfeiture, are a fair and proportional remedy for termination or misconduct.**

## 15. Notices

Any notice or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed effective (unless this Agreement provides for a different period of time) upon the personal delivery thereof if delivered or, if mailed, forty-eight (48) hours after having been deposited in the United States mail, postage prepaid, and addressed in care of the Company to its then principal place of business, and in care of you to the current mailing address as recorded at the Company's administrative office, or upon receipt of a copy of such notice by facsimile.

## 16. Power to Appoint Subordinate Agents

- a. You may appoint subordinate agents with the Company's consent and subject to any conditions and limitations that it may require. To do so, you must use the agreement forms that the Company provides, and you must send to the Company the fully completed forms including any Commission Schedule(s) to be attached, signed by the proposed agent and by you. You will be an Appointing Agent under any such agreement and, as such, you will be responsible for the faithful performance of that agreement by the subordinate agent, including responsibility under Section 9 of this Agreement for any amounts owed to the Company, or any of its affiliates, by the subordinate agent. You agree to train, supervise, and be solely responsible for all subordinate agents.
- b. The Company will pay you overrides on business produced by subordinate agents. Overrides will be equal to the commissions the Company would pay to you if you produced the same business, less the aggregate commissions paid on that business to subordinate agents. If renewal commissions are not payable to a subordinate agent under the terms of his or her agreement and there are no amounts owed to that agent, then, at the Company's discretion, the amount that would otherwise have been paid will be part of your override commissions, unless that amount is payable to another agent for whom you are an Appointing Agent. Overrides are commissions and are subject as such to all terms, conditions, and limitations of this Agreement, including the Commission Schedule(s) and the Forfeiture provisions. If a subordinate agent is required to repay commissions under the terms of his or her agreement, then any override paid to you on the same business must also be repaid by you under this Agreement.
- c. At your request, the Company may terminate the agreement of a subordinate agent subject to any conditions or limitations that the Company may require. The Company may reappoint a subordinate agent on any basis that it sees fit at any time and without your consent and without notice to you, (i) if the agreement of a subordinate agent is terminated, whether by you, or by him or her, or by operation of law, or (ii) if this Agreement is terminated, whether by you, the Company or operation of law.

## 17. Law

This Agreement is signed by the Company at its administrative offices in Cincinnati, Ohio, and shall be subject to, governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles of conflicts of law thereof. Any dispute, controversy or claim between the parties hereto arising out of or relating to the provisions of this Agreement, except as specifically enumerated and exempted herein, shall be submitted to the American Arbitration Association (the "AAA") for resolution. Any such arbitration shall take place in Cincinnati, Ohio, and shall be in accordance with the Commercial Rules of Arbitration of the AAA. Costs, excluding attorney fees, for all disputes submitted to arbitration shall be divided equally among the disputing parties and shall be paid accordingly. Punitive damages may not be awarded by the Arbitrator. Notwithstanding the above provision on arbitration, nothing herein shall void, waive or alter the parties' legal and equitable remedies to (1) enjoin or otherwise address defamation of one party by the other, (2) enforce Section 9 of this Agreement or (3) indemnification. With respect to any legal or equitable action brought with respect to defamation or to enforce Section 9 of this Agreement, you acknowledge that this Agreement has a substantial legal nexus to Ohio and you agree that such disputes arising hereunder or related hereto shall be exclusively resolved (irrespective of any claim of federal jurisdiction, which is hereby expressly waived) in the courts of general jurisdiction of Hamilton County, Ohio and you irrevocably and unconditionally waive any objection to the laying of venue in such courts. You further agree to submit yourself to the jurisdiction of such courts and agree, with respect to such disputes, to the effectiveness of the service of any process, summons, notice or document by United States registered mail, return receipt requested, addressed to your last known address. You also agree that you shall not institute any suit, action or proceeding against the Company, whether by way of a claim for damages, declaratory or injunctive relief, except in said courts. The parties agree that a class action arbitration is not authorized or contemplated by this section.

## 18. Confidentiality

If you have been authorized by the Company to solicit and procure applications/order tickets/request forms for health insurance coverages then you hereby agree to:

- a. Not use or further disclose Protected Health Information other than as permitted or required by your Agent Agreement or as required by law.
- b. Use appropriate safeguards to prevent use or disclosure of any Protected Health Information other than as provided for in this Agent's Agreement.
- c. Report to the Company any use or disclosure of Protected Health Information not provided for by this Agent's Agreement of which you become aware.
- d. Ensure that any of your agents, employees or subcontractors to whom you provide Protected Health Information received from, or created or received by you, on behalf of the Company, agrees to the same restrictions and conditions that apply to you under this Agent's Agreement with respect to such information.
- e. Provide access to and make available for inspection or amendment the Protected Health Information, at the request of the Company, and in the time and manner designated by the Company.
- f. Provide an accounting of all disclosures of Protected Health Information upon request from the Company.
- g. Upon termination of this Agent's Agreement for any reason, if feasible, return or destroy all Protected Health Information received by you, or created or received by you on behalf of the Company. In the event that returning the Protected Health Information is not feasible, you must notify the Company of such.

For purposes of this Agent's Agreement, "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by you for or on behalf of the Company

## 19. General Provisions

- a. This Agreement and any disclosures, releases and authorizations signed by you with regard to your appointment as the Company's agent, constitutes the entire agreement between you and the Company and supersedes all prior agreements, whether written or oral, understandings and commitments between us. This Agreement may be amended at any time by the Company upon thirty (30) days written notice to you. Such amendment shall be effective thirty (30) days after written notice, unless you object in writing no later than fifteen (15) days after written notice is mailed by the Company in accordance with this Agreement. Any amendment to this Agreement, whether by the Company or by both parties hereto, shall be in writing.
- b. The following provisions shall survive termination of this Agreement: 5h., 5i., 5k., 5l., 5n., 6, 7, 9, 12f, 12h., 12i., 13c., 13d., 14, 17, and 18.

- c. If the Agent is a partnership or corporation, each individual signing on behalf of Agent agrees to be and shall be jointly and severally liable for any debt of the Agent and shall be subject to the lien and rights of offset provided under this Agreement and enforcement of it on the same basis and to the same extent as the Agent.
- d. Headings used in this Agreement are for convenience and reference only and shall not control the interpretation of any term or condition.
- e. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
- f. The forbearance, waiver or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Agreement or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder.
- g. To the extent that any provision of this Agreement is in conflict with any statute, regulation, ordinance or other binding legislative or regulatory prohibition, such statute, regulation, ordinance or prohibition shall control and such provision shall be construed as void from its inception, it being the intent of both parties hereto to fully and completely conform to the laws of each jurisdiction in which the Company's business is being conducted.
- h. You agree to adopt and abide by the Principles and Code of Ethical Marketing adopted by the Insurance Marketplace Standards Association.
- i. You agree that by providing your fax number, email address, mail address, and telephone number that you are providing consent to receive advertisements and other communications by fax, e-mail, mail and telephone from or on behalf of the Company and its affiliates. You understand that you can revoke your consent by submitting a written request, using the appropriate form if applicable, to the Company.
- j. You hereby authorize the Company and its affiliates to release information about you maintained by the Company or its affiliates to state or federal regulatory or law enforcement authorities on request.
- k. You agree that you are an independent contractor and not an employee of the Company.
- l. You agree to maintain the confidentiality of any nonpublic personal information about your sub-agents that we are authorized by your sub-agents to provide to you.

**DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY HOME OFFICE**

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Schedule of Commissions \_\_\_\_\_

Great American Life Insurance Company®

Agent Number \_\_\_\_\_

This Agreement will be of no force or effect unless countersigned below by an authorized Officer of the Company.

By \_\_\_\_\_  
Signature

Its \_\_\_\_\_  
Title

Effective Date \_\_\_\_\_