

AGENT/AGENCY CONTRACT

EquiTrust™

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West Des Moines, Iowa 50266-2521
(866) 598-3692 Fax (515) 226-5101
www.EquiTrust.com

Mailing Address: PO Box 14500
Des Moines, Iowa 50306-3500

| |
|-------------------------|
| Contract Effective Date |
| Agent/Agency |
| Address |

This Agreement (“Agreement”) is entered by and among (a) EquiTrust Life Insurance Company (“Insurer”); (b) EquiTrust Insurance Marketing Services, LLC, in California doing business as EQT Insurance Marketing Services, an affiliate of Insurer that has been appointed and is serving pursuant to a Master Agency Agreement as an independent master agency of Insurer (“Master Agency”); and (c) the person or business entity identified above (“Agent”).

1. APPOINTMENT AND AUTHORIZATION

- a. Appointment by Insurer.** Subject to the terms and conditions set forth in this Agreement, Insurer hereby appoints Agent, and Agent hereby accepts the appointment as an independent agent of the Insurer, to (i) use its best efforts to procure applications for the Insurer’s life insurance and annuity products and (ii) accurately and professionally represent the Insurer and its products to all customers and prospective customers of the Insurer, including all applicants, owners, insureds and proposed insureds. Agent has authority to recruit and recommend to Insurer and Master Agency individuals to be appointed as agents of Insurer and independent contractors of Master Agency (“Sub-Agents”). No recommendation or application for appointment or contract will be effective until approved by Insurer and Master Agency.
- b. Designation by Master Agency.** Master Agency hereby designates Agent as an independent contractor of Master Agency, solely in connection with the Agent’s service as an independent agent of Insurer pursuant to Section 1(a) of this Agreement, upon and subject to the provisions of this Agreement. Agent understands and acknowledges that, in connection with its services under this Agreement, it will be subject to oversight, supervision and training by Master Agency and may be audited from time to time by Master Agency or Insurer. Agent further understands and acknowledges that Master Agency will be entitled to receive commission payments from Insurer in respect of life insurance and/or annuity products issued by Insurer pursuant to applications procured by Agent, and that Agent will be entitled to receive commission payments from Master Agency only (and not from Insurer), pursuant to commission schedules developed, maintained and provided to Agent from time to time by Master Agency (“Commission Schedules”), as further described in Section 14 of this Agreement.
- c. Scope of Relationship.** Nothing contained in this Agreement shall be construed to create the relationship of employer-employee, partners, joint venturers, or (except as expressly provided herein) principal and agent between Agent, Sub-Agent or their employees on the one hand, and either Master Agency or Insurer, on the other hand. Agent’s relationship to both the Master Agency and Insurer is as an independent contractor. Agent shall be free to exercise independent judgment as to the time and manner Agent may perform the acts Agent is authorized to perform under this agreement.
- d. Limitations on Authority.** Agent has no authority other than as specified in this Agreement. Specifically, and without limitation:
 - i.** Agent has no authority to bind Master Agency with respect to any contract or obligation or to bind Insurer with respect to any life insurance or annuity contract or otherwise. Neither Master Agency nor Insurer makes any representation that any application submitted by Agent will result in the issuance of a life insurance or annuity product by Insurer. Either Master Agency or Insurer may reject, in its sole discretion, any application.

- ii. Agent must not interpret or render opinions in any way, including, without limitation, offering tax or legal advice on any of Insurer's life insurance or annuity products, or Master Agency's or Insurer's practices or procedures, under any circumstances.
- iii. Insurer has the sole authority to prescribe the life insurance and annuity products and premium rates for which applications may be solicited.
- iv. Agent has no authority to waive, alter, or change any provision or condition of Insurer's life insurance and annuity products, certificates, agent's or agency contracts, literature or receipts, or to modify or extend the amount of time for any premium payment due to Insurer.
- v. Agent has no authority to incur any debt or liability for or against either Master Agency or Insurer.
- vi. Agent has no authority to enter into any legal proceeding in connection with any matter pertaining to Insurer's or Master Agency's business; and
- vii. Agent has no authority to perform any act on behalf of Master Agency or Insurer other than as expressly provided herein, except as specified in writing by the President of Master Agency or the Chief Executive Officer or President of Insurer.

2. GENERAL PROVISIONS

- a. Agent shall fully comply with the business guidelines established by Insurer, and to any other written rules and regulations that Insurer or Master Agency may provide.
- b. All monies received by Agent or collected on behalf of Insurer shall be made payable to Insurer. Agent is not authorized to endorse or cash checks, drafts, money orders, or financial instruments made payable to Master Agency or Insurer, or which are otherwise intended by the applicant or contract holder to be paid to Master Agency or Insurer. Notwithstanding the foregoing, if premium funds come into the possession of Agent, they will constitute trust funds, and must not be commingled by Agent with its own assets and must not be subject to any use by Agent. Agent shall promptly notify Master Agency and Insurer if such funds have come into Agent's possession and Agent shall promptly transfer such funds to Insurer.
- c. Agent will not be entitled to compensation with respect to any life insurance or annuity product which is rescinded or canceled by Insurer for any reason. Should Insurer, at its sole discretion, deem it appropriate at any time to cancel or rescind a life insurance or annuity product on which Agent or any Sub-Agent was paid commission, then such commission shall be immediately refunded to Master Agency.
- d. Agent shall ensure that the Insurer and Master Agency have current contact information for Agent, including but not limited to, email and mailing address.
- e. If any premiums are impounded or held in abeyance as a result of any court order or rule of any state insurance regulator or other lawful authority, then Master Agency will hold in abeyance any commissions or other compensation payable to Agent in the same manner and to the same extent as the premiums upon which such commissions or compensation are to be paid.
- f. In the event of breach of this Agreement by Agent, any Sub-Agent(s), or their employees, Master Agency and/or Insurer will be entitled, in addition to any claim for damages:
 - i. To obtain specific enforcement by way of injunctions (including temporary restraining orders, preliminary injunctions, and/or permanent injunction without first posting a bond); and
 - ii. To terminate Agent's entitlement to any due but unpaid or future compensation.
- g. Agent agrees to give full and complete cooperation in responding to any customer or regulatory complaint or inquiry and shall promptly respond in writing directly to Master Agency or Insurer, as applicable, upon its request.
- h. Agent shall maintain books, records and accounts which clearly and accurately disclose the nature and details of all transactions arising out of this Agreement. Agent's books and records must include all books and records developed or maintained under or related to this Agreement. Agent shall preserve and hold all such books and records, and other related documents or correspondence of Agent, in accordance with prudent record keeping practices and in compliance with all federal and state privacy and security standards and with the business guidelines established by Master Agency. Agent shall cooperate with and assist Master Agency and Insurer in making any examination or inquiry with respect to such transactions. Each of Master Agency and Insurer has the right to obtain copies or inspect all such books and records, documents or correspondence maintained by Agent, the copying expenses for which are at Agent's cost.

- i. Following termination of this Agreement in accordance with Section 10 (and at any other time upon demand of Insurer or Master Agency), Agent shall return to Master Agency or Insurer, as applicable, all Master Agency or Insurer property in its custody. Any termination of Agent's appointment as an independent agent of Insurer will concurrently and automatically constitute a termination of Agent's designation as an independent contractor of Master Agency, and any termination of Agent's designation as an independent contractor of Master Agency will concurrently and automatically constitute a termination of Agent's appointment as an independent agent of Insurer.
- j. Agent shall pay all expenses of Agent, of whatever character, concerning Agent's performance hereunder without recourse to Master Agency or Insurer.

3. CONTRACT DELIVERY

- a. The contract may be delivered only if:
 - i. The proposed insured or contract owner at the time of delivery is, to the best of Agent's knowledge and belief, in as good a condition of health and insurability as stated in the application for such contract;
 - ii. The first premium has been fully paid; and
 - iii. Twenty days have not elapsed from the date said contract was issued by Insurer.
- b. Any contract not delivered shall be immediately returned to Insurer upon expiration of the twenty-day period.

4. AGENT COVENANTS

- a. Agent shall endeavor to promote the business and interest of Master Agency and Insurer as contemplated by this Agreement and shall so conduct itself as not to adversely affect the business, good standing or reputation of Master Agency or Insurer or Insurer's insurance-related affiliates.
- b. During the term of this Agreement and for a period of two years following the termination of this Agreement, in accordance with Section 10, whether such termination is by Agent, Master Agency, or Insurer:
 - i. Agent, Sub-Agent, or their employees will not (x) solicit, recruit, hire, employ, engage or attempt to hire, employ or engage any person who is an employee of Master Agency or Insurer or any of their insurance-related affiliates, (y) assist any person or entity in the recruitment, hiring or engagement of any person who is an employee of Master Agency or Insurer, or any of their insurance related-affiliates, or (z) urge, induce, or seek to induce any person to terminate his/her employment or other relationship with Master Agency or insurer or any of their insurance-related affiliates. This subsection (i) will not apply if Agent, Sub-Agent or their employees is first contacted by an employee, independent contractor or independent agent of Master Agency or Insurer or any of their insurance-related affiliates without any prior solicitation or recruitment from Agent of any employee of Agent. Further, this subsection does not prohibit:
 - 1. Soliciting employees through general job advertisements or similar notices that are not targeted specifically at the employees of Master Agency or Insurer or any of their insurance-related affiliates;
 - 2. Engaging any recruiting firm or similar organization to identify or solicit person for employment on Agent's behalf, or soliciting any employee who is identified by any such recruiting firm or organization, as long as such recruiting firm or organization is not instructed to target any employees of Master Agency or Insurer or any of their insurance-related affiliates; or
 - 3. Soliciting or hiring employees whose employment has been terminated by Master Agency or Insurer and their respective insurance-related affiliates.
 - ii. Neither Agent, Sub-Agent, nor their employees may make disparaging or false statements regarding Master Agency or Insurer or their insurance-related affiliates to any individual or entity. The foregoing will not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including without limitation, depositions in connection with such proceedings).
- c. **REIMBURSEMENT & INDEMNIFICATION.** Agent shall reimburse Insurer and Master Agency and/or indemnify Master Agency or Insurer for any loss including attorneys' fees resulting from actions by Agent, Sub-Agent, and their employees and for all costs, expenses and attorneys' fees that Master Agency or Insurer may incur in recovering from Agent any property or indebtedness belonging to or due Master Agency or Insurer, including, but not limited to, enforcing this Agreement. Agent agrees to indemnify and hold Master Agency and Insurer harmless for any claim, loss,

expense, cost or liability which it may incur resulting from the breach of this Agreement or violation of any law or regulation or failure to comply with any court order by it, its Sub-Agents, their employees or anyone under Agent's supervision. Should any claims or lawsuits be made by any third party against Agent, Master Agency, or Insurer as a result of alleged wrongdoing by Agent, Sub-Agent, or their employees, then Agent shall hold Master Agency and Insurer harmless from and indemnify each for any claim, loss, expense, cost or liability which they may incur defending the action and for any settlement of or judgment resulting from such action. Master Agency or Insurer may, at its discretion, defend or settle any such claim.

- d. **CONFIDENTIAL INFORMATION.** Agent acknowledges that in the course of its duties it may receive and utilize confidential, proprietary and trade secret information regarding Master Agency, Insurer, or their respective affiliates or any related business operations ("Confidential Information"). In connection therewith:
- i. Agent acknowledges that Confidential Information gives each of Master Agency and Insurer a competitive advantage in the marketplace by not being generally known by the public and insurance industry and includes but is not limited to contract holder identities and lists, agent identities and lists, pricing and cost information, the business guidelines, Commission Schedules, override schedules and any documents or computer stored information containing such information.
 - ii. Agent shall maintain, and cause Sub-Agents to maintain, adequate systems and appropriate administrative, physical, technical, electronic, and procedural measures to protect and secure the confidentiality, integrity, and availability of Confidential Information.
 - iii. Master Agency and Insurer reserve the right to review Agent's policies and procedures governing the maintenance of Confidential Information. At Master Agency or Insurer's discretion and in accordance with Master Agency or Insurer's directions, Agent shall conduct, or pay the cost of conducting, an investigation of any incident required to be reported under this subsection and will provide, or pay the costs of providing, any required notices to any individuals whose Confidential Information was or is believed to have been involved.
 - iv. Agent shall immediately report to Master Agency any use or disclosure of the Confidential Information not permitted by this Agreement.
 - v. Agent shall keep Confidential Information confidential and shall not disclose or reveal Confidential Information to anyone (other than to Agent's employees, representatives and agents and those of its affiliates or to third parties who are bound by obligations of confidentiality substantially similar to those in this Agreement; provided, however, that Agent will be liable for any breach of this Section 4(d) by such person), unless Agent is legally required to disclose or reveal such information; provided that Confidential Information is disclosed only to the extent required to satisfy such legal requirement and only after giving five business days' prior notice (to the extent practicable) to Master Agency or Insurer, as applicable, of such required disclosure.
5. **LIABILITY.** Agent shall be liable to Master Agency and Insurer for all monies due and payable to Master Agency or Insurer, including monies for which (i) its Sub-Agents are liable and (ii) that relate to the production of such Sub-Agents for which Agent is entitled to receive and/or has received commission from Master Agency. Agent shall be liable for all such amounts and such liability shall be joint and several with that of Sub-Agent in the case of any amounts due from Sub-Agent. Master Agency reserves the right to charge interest on any amounts due hereunder up to one and a half percent (1.5%) per month or the maximum amount permitted by law, whichever is lower.
6. **INDEBTEDNESS.** Master Agency, as additional security and to secure the repayment of any indebtedness due Master Agency under this Agreement or any other Agreement with Master Agency, shall have a first and prior lien against any compensation due Agent under this Agreement and against any other sums due or to become due to Agent from Master Agency for any reason. Agent further hereby assigns and grants to Master Agency an interest in all compensation due or to become due and all other sums which Agency may have on deposit with Master Agency from time to time. Master Agency may, at any time, offset any such indebtedness against compensation due to Agent or other monies which Agent may have on deposit with Master Agency under this Agreement or any other Agreement with Master Agency. If the Master Agency does elect to offset, the offset shall not constitute an election by Master Agency to forego any other remedies to collect the indebtedness. Agent agrees to pay all costs of collection, including attorney fees, incurred by Master Agency or its successors or assigns in collecting any indebtedness from Agent.

7. **ADVANCES.** Agent acknowledges that any amounts advanced by Master Agency or Insurer to Agent constitute indebtedness for which Agent is solely responsible. Master agency is not limited to offsetting any commissions or other compensation due Agent to satisfy such amounts owed to Master Agency or Insurer and may utilize any legally available means to enforce repayment of any amounts advanced to Agent or otherwise due Master Agency or Insurer from Agent.
8. **ASSIGNMENT.**
- a. Agent may not assign this Agreement without the prior written consent of Master Agency and Insurer, and Agent may not assign any commission or other compensation payable hereunder by Master Agency without the prior written consent of Master Agency. Every assignment must state that it is subject and subordinate to any indebtedness or other obligation of Agent that may be due or become due to Master Agency or Insurer, and that the assignee and its principals assume all of Agent's obligations to Master Agency or Insurer under this Agreement. Unless otherwise stated and expressly agreed to by Master Agency or Insurer, an assignment does not relieve Agent of any indebtedness or obligation to Master Agency or Insurer.
 - b. Each of Master Agency and Insurer retain the right to assign this Agreement and shall give notice to Agent within 30 days after any such assignment.
9. **AUDIT.** Each of Master Agency and Insurer may audit Agent's books and records related to the solicitation and procurement of applications for life insurance or annuity product written by Insurer and other obligations of the Agent under this Agreement upon ten (10) business days' prior notice to Agent. Agent is responsible for its costs in relation to any such audit.
10. **TERM AND TERMINATION.** The term of this Agreement will commence on the date this Agreement is signed by all parties hereto and will continue until terminated pursuant to the terms of this Agreement. This Agreement may be terminated:
- a. Without any cause whatsoever by any party upon 15 days prior written notice to the other parties.
 - b. Immediately at the option of Master Agency or Insurer:
 - i. if Agent, or one of the partners, equity owners, or principal officers of Agent, becomes bankrupt or insolvent, or if Master Agency or Insurer reasonably believes that a declaration of bankruptcy or insolvency of any of the foregoing is imminent;
 - ii. if Agent, or one of the partners, equity owners or principal officers of Agent, liquidates or dissolves, or begins the court process of liquidation or dissolution;
 - iii. if Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent, fails to comply with or perform any of the material terms or covenants of this Agreement or of the Master Agency's or Insurer's rules and guidelines and such failure is not cured within five days of Agent's receipt of written notice by Master Agency or Insurer;
 - iv. if Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent, misappropriates funds of Master Agency, Insurer or any contract holder;
 - v. if Master Agency or Insurer determines there is reasonable evidence of malfeasance, fraud, or any violation of applicable criminal or insurance laws by Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent;
 - vi. if Agent or Sub-Agent fails to comply with Master Agency's oral or written production requirements;
 - vii. if Agent or Sub-Agent fails to timely remit payment for any amount due and owing to Master Agency or Insurer upon demand;
 - viii. if Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent, engages in such conduct as would tend to degrade or disgrace Master Agency or Insurer or any of their insurance-related affiliates;
 - ix. if Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent, actively engages in a scheme or process to replace the contracts of Insurer with contracts issued by another insurance company or otherwise breaches any of the provisions of Section 14(b) of this Agreement;
 - x. upon the failure of Agent, Sub-Agent, any of their employees, or one of the partners, equity owners or principal officers of Agent to be licensed to sell insurance in any jurisdiction from which he/she/it has solicited applications for Insurer; or

- xi. upon the death of Agent (if a natural person) or any event legally or contractually causing the legal dissolution or wrapping-up of Agent's operations, or corporate or partnership existence (if a non-natural person or entity).

If termination of this Agreement is caused pursuant to Section 10(b)(xi) of this Agreement, Master Agency and Insurer may continue to rely on this Agreement as continuing in force until such date as it receives formal written notice of the events causing such termination.

The termination remedies available to Master Agency and Insurer in this Section 10 are not exclusive. Without limiting the foregoing, each of Master Agency and Insurer expressly reserves the right to seek any other remedies that are available to it at law or in equity, including, but not limited to, seeking an award of money damages, temporary restraining orders, permanent injunctions or remedies in arbitration pursuant to Section 20 of this Agreement, in the event of any breach or threatened breach by Agent, Sub-Agent, any of their employees, or one of the partners, equity owners or principal officers of Agent, of any of the provisions of this Agreement.

11. GOVERNING LAW; CONSENT TO JURISDICTION. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to the principles of conflicts of laws thereof. Subject to the provisions of Section 20 of this Agreement regarding arbitration proceedings, the parties hereto irrevocably consent to the jurisdiction of, and venue in, any federal or state court of competent jurisdiction in Chicago, Illinois, in connection with any dispute based on or arising out of or in connection with this Agreement.

12. NO WAIVER OR ESTOPPEL. Forbearance, failure or neglect on the part of either Master Agency or Insurer to enforce any or all of the provisions of this Agreement will not be construed as a waiver or estoppel of any of the rights or privileges of Master Agency and Insurer. Any waiver of past acts or circumstances that the Master Agency or Insurer may, expressly or impliedly, make from time to time will not constitute and should not be construed to be a waiver of subsequent acts or circumstances. No waiver will be effective unless it is in writing and signed by the party granting the waiver.

13. ENTIRE AGREEMENT, PREVIOUS AGREEMENTS, AND AMENDMENTS.

- a. This Agreement, which includes by reference the Commission Schedule, contains all of the terms and conditions agreed upon by the parties. This Agreement, which includes by reference the Commission Schedules, supersedes all prior agreements, whether written or oral, between the parties (including without limitation any prior agreements between Insurer and Agent appointing Agent as an agent of Insurer) with respect to all matters relating to Insurer's life insurance or annuity products issued on or after January 1, 2019; and this Agreement constitutes a complete and exclusive statement of the terms of the agreement among the parties with respect to all matters relating to Insurer's life insurance or annuity products issued on or after January 1, 2019. For the avoidance of doubt, any such prior agreements shall continue to remain in effect in accordance with their terms and shall continue to apply to and govern all matters relating to Insurer's life insurance or annuity products issued prior to January 1, 2019 and with respect to which Agent serves as Insurer's agent.
- b. Together, Master Agency and Insurer may at any time amend this Agreement. Notice of such amendment will be sent by Master Agency to Agent. This Agreement cannot be changed by any verbal promise or statement by whomsoever made, and no written modification or change to this Agreement will bind Master Agency or Insurer unless it is signed by the President, Chief Operating Officer, Secretary or Assistant Secretary of Master Agency and Insurer, respectively, or other appropriately authorized officers.

14. COMMISSIONS.

- a. Master Agency shall pay Agent commissions with respect to premiums received by Insurer on applications procured by Agent at the rate shown and subject to the terms and conditions shown on the Commission Schedule in force as of the date of each sale of Insurer's life insurance or annuity products by Agent or Sub-Agents. Any commissions paid to Agent as a result of sales made by Sub-Agents shall be reduced by the amount of commission payable to such Sub-Agents. Agent acknowledges that the commissions received from the Master Agency will represent full compensation for Agent's services and expenses. The Commission Schedule may be amended by Master Agency at any time at its sole option, which amendments will be effective immediately upon written (including electronic) notice of such changes to Agent. This notice will be deemed to have been provided to Agent upon the posting by Master Agency of any such amendments to the

Commission Schedule upon Master Agency's website. Any amendment to the Commission Schedule will apply only to applications signed and submitted to Master Agency on or after the effective date of the amendment.

- b. If a contract holder timely exercises his or her right to return or cancel a life insurance or annuity product after Master Agency has paid commissions to Agent or Sub-Agents for selling the returned life insurance or annuity product, all such commissions shall be returned to Master Agency immediately. Agent agrees that upon such an occurrence it will become immediately liable to repay such commissions to Master Agency and that Master Agency will have the right to pursue any legal action to recover any such commissions from Agent. Agent agrees to reimburse Master Agency or Insurer for costs Master Agency or Insurer incurs, including reasonable attorney's fees, in any action by Master Agency or Insurer to enforce Agent's obligations under this Agreement.
- c. Master Agency reserves the right, in its sole discretion, to prescribe commissions differing from the above on changes of plan, replacements, reinstatements, or any new life insurance or annuity product where a contract issued by Insurer on the same life has been terminated or surrendered within one year prior to the date of the application for the new contract.
- d. Agent is not authorized or entitled to receive, and shall not seek, payment of any commissions or other compensation from Insurer under any circumstances. Agent will be entitled to receive commission payments solely from Master Agency, as provided in this Section 13.

15. COMPENSATION FORFEITURE. If at any time Agent induces or attempts to induce an independent agent of Master Agency or Insurer to discontinue his/her/its contract with Master Agency or Insurer, or induces or attempts to induce any of Insurer's contract holders to cancel, transfer, or otherwise relinquish any of Insurer's contracts, products, and/or services, Agent will forfeit any and all compensation that Agent might otherwise have received under any and all contracts with Master Agency or Insurer. Notwithstanding such compensation forfeiture, each of Master Agency and Insurer reserves its right to pursue any and all additional claims it may have against Agent.

16. DISCONTINUANCE. Without any liability to Agent, Sub-Agents, or their employees, (a) Insurer may, at its sole discretion, at any time discontinue writing business, or discontinue and/or withdraw any life insurance or annuity product form or rider, in any or all states, and (b) Master Agency may, at its sole discretion, at any time discontinue business in any or all states.

17. PRIVACY NOTICE. Agent acknowledges that in the course of its duties it will be provided with, receive or otherwise obtain certain financial or other personal information concerning contract holders of, or applicants for, life insurance and annuity products in connection with its performance under this Agreement ("Customer Information"). In connection therewith:

- a. Agent agrees to keep all Customer Information confidential in accordance with all applicable federal and state privacy laws and the Master Agency and Insurer business guidelines. Unless otherwise required by law, Agent shall not disclose or use Customer Information for any purpose other than to carry out its obligations under this Agreement.
- b. Agent represents and warrants that it will: (v) keep all Customer Information strictly confidential; (w) comply with all applicable federal and state laws regarding the protection, disclosure, and deletion of Customer Information; (x) comply with any directions from Master Agency or Insurer regarding the protection, disclosure, and deletion of Customer Information, to the extent required by law; (y) maintain adequate systems and appropriate administrative, physical, technical, electronic, and procedural measures to protect and secure the confidentiality, integrity, and availability of Customer Information; and (z) immediately report to Master Agency and Insurer any use or disclosure of Customer Information not permitted by this Agreement.
- c. Agent must not sell or otherwise use Customer Information to obtain any financial benefit or award, including for the purpose of inducing a contract holder to discontinue any life insurance or annuity product with Insurer or to otherwise replace said contract with a product from another company.
- d. Master Agency and Insurer reserve the right to review Agent's policies and procedures governing the maintenance of Customer Information. At Master Agency or Insurer's discretion and in accordance with Master Agency or Insurer's directions, Agent shall conduct, or pay the cost of conducting, an investigation of any incident required to be reported under this subsection and will provide and/or pay the costs of providing, any required notices to any individuals whose Customer Information was or is believed to have been involved.

- 18. SEVERABILITY.** Any term or provision of this Agreement which is invalid or unenforceable in a jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the parties to this Agreement agree to interpret that provision only as broadly as is enforceable.
- 19. HEADINGS/CONSTRUCTION.** The headings in this Agreement are for reference only, and do not affect in any way the meaning or interpretation of this Agreement. The terms of this Agreement have been mutually negotiated at arm's length among the parties hereto, and no potential ambiguity in this Agreement should be construed against the drafter.
- 20. ARBITRATION.** In the event of any dispute arising out of or relating to this Agreement for which the sole, exclusive, and appropriate remedy sought by the party is an award of money damages, the same will be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association and the Federal Arbitration Act. Arbitration may not be initiated unless the party requesting the arbitration has given the other party or parties at least 30 days prior written notice of its intent to initiate arbitration and a detailed description of the basis of the dispute. A single arbitrator (or, in any matter in which the amount in controversy exceeds \$100,000, a panel of three arbitrators) shall interpret this contract in accordance with Illinois law. Any punitive damages awarded by the arbitrator(s) will not exceed two times compensatory damages awarded. Any award of the arbitrator will be deemed final and binding upon the parties and judgment upon such award may be entered and enforced in the United States District Court for the Northern District of Illinois. All arbitration proceedings will be held in Chicago, Illinois. Nothing in this Section 20 requires arbitration or should be construed to prejudice the rights of either party to seek a judgment at law in a court of appropriate jurisdiction with respect to any dispute arising out of or relating to this Agreement for which an equitable remedy is sought or for which the appropriate remedy sought cannot be paid as money damages, such as a temporary or permanent injunction, a declaratory judgment, or similar injunctive remedy.
- 21. NOTICES.** Notices under this Agreement shall be in writing and shall be deemed received as follows:
- a. on the date of service if served personally on the party to whom notice is to be given;
 - b. on the date a party sends an electronic notice;
 - c. on the date of delivery if sent via overnight courier to the party to whom notice is to be given and properly addressed; or
 - d. on the fifth day following the date deposited in the mail if sent by U.S. mail, postage prepaid, and properly addressed.

The correct addresses for notices to each party to this Agreement are as follows:

EquiTrust Life Insurance Company

Agent Administration
7100 Westown Parkway, Suite 200
West Des Moines, IA 50266
Agent.Administration@EquiTrust.com

A copy of any notice shall also be sent to:

EquiTrust Insurance Marketing Services, LLC

Agent Administration
7100 Westown Parkway, Suite 200
West Des Moines, IA 50266
Agent.Administration@EquiTrust.com

Agent

Current legal address for Agent as stated in Master Agency and/or Insurer's records.

This section does not apply to a notice of a change to the Commission Schedule as stated in Section 14(a).

- 22. TRADEMARKS AND SERVICE MARKS.** Each party reserves the right to control the use of its name and all symbols, trademarks, or service marks presently existing or later established.
- 23. CREDIT REPORT NOTICE.** As part of Master Agency’s and Insurer’s respective agent selection procedures, either or both may request that a report be made by a consumer credit agency, which may supply Master Agency or Insurer with information about Agent from its files, from public records and from credit investigations. As applicable, Master Agency or Insurer will provide additional detailed information concerning the investigation, if one is made, to Agent after receiving a written request from Agent or in compliance with applicable state law. Should a report have an adverse effect on Master Agency’s or Insurer’s appointment decision, the Master Agency or Insurer will notify Agent in writing and identify the reporting agency with which Agent may discuss the matter.
- 24. COUNTERPARTS.** This Agreement, and any amendments hereto, may be executed in the original or by any generally accepted electronic means (including (a) transmission of a Portable Document Format (PDF) filing containing an executed signature page and (b) DocuSign or similar, widely used electronic signature/verification software) in any number of counterparts, each of which will be treated as an original but all of which together shall constitute one and the same instrument.
- 25. SURVIVAL.** The provisions of Sections 2(e), 4, 5, 6, 15, 17, 20 and 22 will survive the termination of this Agreement and any termination of Agent’s appointment as an independent agent of Master Agency or Insurer, regardless of the reason for termination.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Agent Signature

Printed Name of Agent or Agency: _____

Signature of Agent: _____

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| FOR HOME OFFICE USE ONLY | |
| EquiTrust Insurance Marketing Services, LLC (Master Agency) – Independent Contractor Designation | |
| Date Accepted | |
| Master Agency Officer Name and Title | |
| Master Agency Officer Signature | |
| EquiTrust Life Insurance Company (Insurer) – Agent Appointment | |
| Date Accepted | |
| Insurer Officer Name and Title | |
| Insurer Officer Signature | |