

AGENT/AGENCY CONTRACT

EquiTrust Life Insurance Company®

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West Des Moines, Iowa 50266-2521
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www.EquiTrust.com
Mailing Address: PO Box 14500
Des Moines, Iowa 50306-3500

Agent/Agency
Address
Email Address

This Agreement ("Agreement") is entered between EquiTrust Life Insurance Company ("Insurer") and 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 Insurer, to (i) use its best efforts to procure applications for Insurer’s insurance and annuity products, and (ii) accurately and professionally represent Insurer and its products to all customers and prospective customers of Insurer, including all applicants, owners, insureds and proposed owners and insureds. Agent has authority to recruit and recommend to Insurer individuals to be appointed as agents of Insurer ("Sub-Agents"). No recommendation or application for appointment or contract will be effective until approved by Insurer. Agent understands and acknowledges that, in connection with its services under this Agreement, it will be subject to oversight, supervision and training by Insurer and may be audited from time to time by Insurer. Agent further understands and acknowledges that Agent will be entitled to receive commission payments from Insurer pursuant to applications procured by Agent, and commission schedules developed, maintained and provided to Agent from time to time by Insurer ("Commission Schedules"), as further described in Section 15 of this Agreement.
- b. 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 Insurer on the other hand. Agent’s relationship to 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.
- c. 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 Insurer with respect to any contract or obligation, including any insurance or annuity contract or otherwise. Insurer makes no representation that any application submitted by Agent will result in the issuance of an insurance or annuity product by Insurer. 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 insurance or annuity products, or Insurer’s practices or procedures, under any circumstances.
 - iii.** Insurer has the sole authority to prescribe the 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 insurance and annuity products, certificates, agent 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 Insurer.
 - vi.** Agent has no authority to enter into any legal proceeding in connection with any matter pertaining to Insurer’s business; and

- vii. Agent has no authority to perform any act on behalf of Insurer other than as expressly provided herein, except as specified in writing by the Chief Executive Officer or President of Insurer.

2. GENERAL PROVISIONS

- a. Agent shall at all times comply with:
 - i. Insurer's Business Guidelines, as may be amended from time to time at Insurer's discretion and without prior notice (the "Business Guidelines"). The version of the Business Guidelines in effect as of the Effective Date (as that term is defined herein below), which is accessible by Agent via Insurer's Agent Gateway (<https://agents.equitrust.com/compliance-and-suitability/?business-guidelines-tab>) (the "Agent Gateway"), is hereby incorporated by reference and referred to as Exhibit A of this Agreement. Any amendments to the Business Guidelines are incorporated into this Agreement. To the extent that the terms or conditions set forth in this Agreement conflict with the Business Guidelines, this Agreement shall control;
 - ii. All applicable state and federal laws; and
 - iii. All other written rules and regulations that Insurer may provide.
- b. Agent shall obtain and maintain all licenses and regulatory approvals and complete all training and continuing education required to perform its obligations under this Agreement.
- c. Agent shall be responsible for the supervision of all Sub-Agents associated with Agent, and for the compliance of such Sub-Agents with this Agreement (including all Exhibits) and other written rules and regulations that Insurer may provide. Agent shall provide, or use its best efforts to provide or make available to Sub-Agents, training for such Sub-Agents based on materials that may be provided by Insurer. Agent shall ensure that each Sub-Agent is properly licensed to act on behalf of Insurer.
- d. 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 Insurer, or which are otherwise intended by the applicant or contract holder to be paid to Insurer. Notwithstanding the foregoing, if premium funds come into the possession of Agent, they will constitute trust funds, must be held by Agent in a fiduciary capacity, must not be commingled by Agent with its own assets and must not be subject to any use by Agent. Agent shall promptly notify Insurer if such funds have come into Agent's possession and Agent shall promptly transfer such funds to Insurer.
- e. Agent will not be entitled to compensation with respect to any 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 an insurance or annuity product on which Agent or any Sub-Agent was paid commission, then such commission shall be immediately refunded to Insurer.
- f. Agent shall ensure that Insurer has current contact information for Agent, including but not limited to, email and mailing addresses.
- g. 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 Insurer 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.
- h. In the event of breach of this Agreement by Agent, any Sub-Agent(s), or their employees, 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 injunctions without first posting a bond); and
 - ii. To terminate Agent's entitlement to any due but unpaid or future compensation.
- i. 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 Insurer upon its request.
- j. 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 the terms and conditions of this Agreement, prudent record keeping practices, applicable federal and state privacy and security standards and the Business Guidelines. Agent shall cooperate with and assist Insurer in making any examination or inquiry with respect to all transactions arising out of this Agreement. 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.
- k. Following termination of this Agreement in accordance with Section 11 (and at any other time upon demand of Insurer), Agent shall return to Insurer all Insurer property in its custody.

- I. Agent shall pay all expenses of Agent, of whatever character, concerning Agent's performance hereunder without recourse to Insurer.

3. DELIVERY

- a. An insurance or annuity product 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 insurance or annuity product;
 - ii. The first premium has been fully paid; and
 - iii. Twenty (20) days have not elapsed from the date said insurance or annuity product was issued by Insurer.
- b. Any insurance or annuity product not delivered shall be immediately returned to Insurer upon expiration of the twenty (20) day period.

4. AGENT COVENANTS

- a. Agent shall endeavor to promote the business and interest of Insurer as contemplated by this Agreement and shall so conduct itself as not to adversely affect the business, good standing or reputation of Insurer or Insurer's affiliates.
- b. During the term of this Agreement and for a period of two (2) years following the termination of this Agreement, in accordance with Section 11, whether such termination is by Agent or Insurer:
 - i. Agent, Sub-Agent, or their employees will not (A) solicit, recruit, hire, employ, engage or attempt to hire, employ or engage any person who is an employee of Insurer or any of Insurer's affiliates, (B) assist any person or entity in the recruitment, hiring or engagement of any person who is an employee of Insurer, or any of Insurer's affiliates, or (C) urge, induce, or seek to induce any person to terminate his/her employment or other relationship with Insurer or any of Insurer's affiliates. This subsection (i) will not apply if Agent, Sub-Agent or their employee is first contacted by an employee, independent contractor or independent agent of Insurer or any of Insurer's 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 Insurer or any of Insurer's affiliates;
 2. Engaging any recruiting firm or similar organization to identify or solicit persons for employment on Agent's or Sub-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 Insurer or any of Insurer's affiliates; or
 3. Soliciting or hiring employees whose employment has been terminated by Insurer or any of Insurer's affiliates.
 - ii. Neither Agent, Sub-Agent, nor their employees may make disparaging or false statements regarding Insurer or Insurer's 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/or indemnify 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 Insurer may incur in recovering from Agent any property or indebtedness belonging to or due Insurer, including, but not limited to, enforcing this Agreement. Agent agrees to indemnify and hold 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 or Insurer as a result of alleged wrongdoing by Agent, Sub-Agent, or their employees, then Agent shall hold Insurer harmless from and indemnify Insurer for any claim, loss, expense, cost or liability which Insurer may incur defending the action and for any settlement of or judgment resulting from such action. Insurer may, at its discretion, defend or settle any such claim.

5. CONFIDENTIALITY, PRIVACY, AND SECURITY

- a. **Confidential Information.** Agent acknowledges that in the course of its duties it may receive and utilize confidential, proprietary and trade secret information regarding Insurer, Insurer's affiliates and any related

business operations ("Confidential Information"). Agent acknowledges that the Confidential Information gives 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 policy and contract holder identities and lists, agent identities and lists, pricing and cost information, Commission Schedules, override schedules and any documents or computer stored information containing such information.

- b. **Customer Information.** 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 policy or contract holders of, or applicants for, insurance and annuity products in connection with its performance under this Agreement ("Customer Information"). Customer Information shall include, but not be limited to, names, addresses, email addresses, telephone numbers, ages, gender, dates of birth, Social Security number, driver's license number, account numbers, passwords or security codes, financial or health information, or other directly or indirectly identifying personal information.
 - c. **Use of Information.**
 - i. Agent shall use Confidential Information and Customer Information solely to perform services as set forth in this Agreement.
 - ii. Agent shall not sell or otherwise use Customer Information to obtain any financial benefit or award, including for the purpose of inducing a policy or contract holder to discontinue any insurance or annuity product with Insurer or to otherwise replace said policy or contract with a product from another company.
 - iii. Agent shall immediately report to Insurer any use or disclosure of Confidential Information or Customer Information not permitted by this Agreement.
 - d. **Confidentiality.** Agent shall keep Confidential Information and Customer Information confidential and shall comply with Insurer's requirements regarding the protection, disclosure and deletion of Confidential Information and Customer Information, including all requirements set forth in the Business Guidelines.
 - e. **Privacy.**
 - i. Agent will comply with all applicable state and federal laws and regulations and Insurer's Business Guidelines as relates to the privacy of Customer Information.
 - ii. Agent will comply with the Business Associate Addendum, as may be amended from time to time at Insurer's discretion and without prior notice (the "BAA"). The version of the BAA in effect as of the Effective Date, which is accessible by Agent via the Agent Gateway, is hereby incorporated and referred to as Exhibit B of this Agreement. Any amendments to the BAA are deemed to be incorporated into this Agreement. To the extent that the terms or conditions set forth in this Agreement conflict with the BAA, the BAA shall control.
 - f. **Security.**
 - i. Agent will comply with all applicable state and federal laws and regulations and Insurer's Business Guidelines as relates to maintenance, security, protection, disclosure and deletion of the Confidential Information and Customer Information.
 - ii. At Insurer's discretion, Agent may be required to comply with a Data Security Agreement, as may be amended from time to time at Insurer's discretion and without prior notice (the "DSA"). If applicable, the current version of the DSA in effect as of the Effective Date, which is accessible by Agent via the Agent Gateway, is hereby incorporated by reference and referred to as Exhibit C of this Agreement. Any amendments to the DSA are deemed to be incorporated into this Agreement. To the extent that the terms or conditions set forth in this Agreement conflict with the DSA, the DSA shall control.
 - g. **Sub-Agents.** Agent remains at all times responsible for any Sub-Agent's use of Confidential Information or Customer Information.
6. **LIABILITY.** Agent shall be liable to Insurer for all monies due and payable to 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 Insurer. 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. Insurer 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.
7. **INDEBTEDNESS.** Insurer, as additional security and to secure the repayment of any indebtedness due Insurer under this Agreement or any other Agreement between Agent and Insurer (directly or as an assignee), 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 Insurer (directly or as an assignee) for any reason. Agent further hereby assigns and grants to Insurer an interest in all compensation due or to become due and all other sums which Agent may

have on deposit with Insurer from time to time. Insurer may, at any time, offset any such indebtedness against compensation due to Agent or other monies which Agent may have on deposit with Insurer under this Agreement or any other Agreement between Agent and Insurer (directly or as an assignee). If Insurer does elect to offset, the offset shall not constitute an election by Insurer to forego any other remedies to collect the indebtedness. Agent agrees to pay all costs of collection, including attorney fees, incurred by Insurer or its successors or assigns in collecting any indebtedness from Agent.

8. ADVANCES. Agent acknowledges that any amounts advanced by Insurer to Agent constitute indebtedness for which Agent is solely responsible. Insurer is not limited to offsetting any commissions or other compensation due Agent to satisfy such amounts owed to Insurer and may utilize any legally available means to enforce repayment of any amounts advanced to Agent or otherwise due Insurer from Agent.

9. ASSIGNMENT AND ASSIGNEES.

- a. Agent may assign this Agreement and any commission or compensation payable by Insurer hereunder only in accordance with the following:
 - i. Agent must provide prior notice to Insurer of the proposed assignment;
 - ii. Agent must cause the proposed assignee or assignees to complete Insurer's agent appointment application process or otherwise provide Insurer information regarding the proposed assignee or assignees sufficient for Insurer to assess whether the proposed assignee or assignees meet Insurer's requirements for appointment;
 - iii. Insurer, in its discretion and at its option, shall determine if the proposed assignee or assignees meet Insurer's requirements for appointment;
 - iv. Agent may assign this Agreement only upon receipt of the prior written consent of Insurer, which shall not be unreasonably withheld if the proposed assignee satisfies Insurer's requirements for appointment; and
 - v. 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 Insurer, and that the assignee and its principals assume all of Agent's obligations to Insurer under this Agreement. Unless otherwise stated and expressly agreed to by Insurer, an assignment does not relieve Agent of any indebtedness or obligation to Insurer.
- b. Insurer retains the right to assign this Agreement and shall give notice to Agent within thirty (30) days after any such assignment.

10. AUDIT. Insurer may audit Agent's books and records related to the solicitation and procurement of applications for insurance or annuity products 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.

11. TERM AND TERMINATION. The term of this Agreement will commence on the Effective Date 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 fifteen (15) days' prior written notice to the other party.
- b. Immediately at the option of Insurer:
 - i. if Agent, or one of the partners, equity owners, or principal officers of Agent, becomes bankrupt or insolvent, or if 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 (including Exhibits) and such failure is not cured within five (5) days of Agent's receipt of written notice by Insurer;
 - iv. If a data or security breach occurs as relates to the Confidential Information or Customer Information held by or on behalf of Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent;
 - v. if Agent, Sub-Agent, or any of their employees, or one of the partners, equity owners or principal officers of Agent, misappropriates funds of Insurer or any applicant or contract holder;
 - vi. if 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;
 - vii. if Agent or Sub-Agent fails to comply with Insurer's oral or written production requirements;

- viii. if Agent or Sub-Agent fails to timely remit payment of any amount due and owing to Insurer upon demand;
- ix. 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 Insurer or any of Insurer's affiliates;
- x. 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 policies or contracts of Insurer with policies or contracts issued by another insurance company or otherwise breaches any of the provisions of Section 15(b) of this Agreement;
- xi. 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
- xii. 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).

The termination remedies available to Insurer in this Section 11 are not exclusive. Without limiting the foregoing, 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.

Notice of termination of this Agreement will be given in accordance with Section 21 of this Agreement, Notices.

12. 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.

13. NO WAIVER OR ESTOPPEL. Forbearance, failure or neglect on the part of 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 Insurer. Any waiver of past acts or circumstances that 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.

14. ENTIRE AGREEMENT, PREVIOUS AGREEMENTS, AND AMENDMENTS.

- a. This Agreement, which includes the Commission Schedules, Business Guidelines, BAA, and DSA (if applicable) contains all of the terms and conditions agreed upon by the parties. This Agreement 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 insurance or annuity products issued on or after the Effective Date; 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 insurance or annuity products issued on or after the Effective Date. For the avoidance of doubt, any such prior agreements, as may be amended or assigned in accordance with their terms, 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 insurance or annuity products issued prior to the Effective Date and with respect to which Agent serves as Insurer's agent.
- b. Insurer may at any time amend this Agreement. Notice of such amendment will be sent to Agent within thirty (30) days after such amendment. 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 Insurer unless it is signed by the President, Chief Operating Officer, Secretary or Assistant Secretary of Insurer or another appropriately authorized officer.

15. COMMISSIONS.

- a. Insurer 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 Schedules in force as of the date of each sale of Insurer's 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 Insurer will represent full compensation for Agent's services and expenses. The Commission Schedules may be amended at any time at Insurer's discretion and without prior notice. Any amendments to the Commission Schedules will be effective immediately upon the posting by Insurer of such amendments on Insurer's Agent Gateway. Any amendment to the Commission Schedules will apply only to applications signed and submitted to Insurer on or after the effective date of the amendment.
- b. If a policy or contract holder timely exercises his or her right to return or cancel a insurance or annuity product after Insurer has paid commissions to Agent or Sub-Agents for selling the returned insurance or annuity product, all such commissions shall be returned to Insurer immediately. Agent agrees that upon such an occurrence it will become immediately liable to repay such commissions to Insurer and that Insurer will have the right to pursue any legal action to recover any such commissions from Agent. Agent agrees to reimburse Insurer for costs Insurer incurs, including reasonable attorney's fees, in any action by Insurer to enforce Agent's obligations under this Agreement.
- c. Insurer reserves the right, in its sole discretion, to prescribe commissions differing from the above on changes of plan, replacements, reinstatements, or any new insurance or annuity product where a policy or 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. After the termination of this Agreement pursuant to Section 11, Insurer will continue to pay commissions due to Agent for insurance and annuity products sold by Agent during the term of this Agreement unless such commissions are forfeited pursuant to Section 16.

16. COMPENSATION FORFEITURE. If at any time Agent commits a fraudulent or illegal act in connection with its activities under this Agreement, or induces or attempts to induce an independent agent of Insurer to discontinue his/her/its contract with 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 Insurer. Notwithstanding such compensation forfeiture, Insurer reserves its right to pursue any and all additional claims it may have against Agent.

17. DISCONTINUANCE. Without any liability to Agent, Sub-Agents, or their employees, Insurer may, at its sole discretion, at any time discontinue writing business, or discontinue and/or withdraw any insurance or annuity product form or rider, in any or all states.

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 at least thirty (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 Agreement 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.** Except as otherwise provided in this Agreement (a) notices to Insurer under this Agreement shall be sent by Agent in writing by electronic mail, hand delivery, U.S. Mail with postage prepaid, or mail courier service with postage prepaid; and (b) notices to Agent under this Agreement shall be sent by or on behalf of Insurer in writing by electronic mail or via the Agent Gateway. If Agent opts out of receiving notice via electronic mail or the Agent Gateway, or at Insurer's option, notices to Agent under this Agreement shall be sent by or on behalf of Insurer via hand delivery or U.S. Mail, postage prepaid.

Notices provided pursuant to this Section 21 shall be deemed to be received as follows:

- a. on the date of service if served personally on the party to whom notice is to be given;
- b. for electronic mail, on the date (i) Insurer sends an electronic mail to the email address of Agent on file with Insurer, or (ii) Agent sends an electronic mail to the email address of Insurer set forth in this Agreement;
- c. on the date of posting by Insurer on the Agent Gateway;
- d. on the date of delivery if sent via mail courier service; or
- e. on the fifth day following the date deposited in the mail if sent by U.S. mail, postage prepaid.

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

EquiTrust Life Insurance Company

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

Agent

Current legal or electronic mail address for Agent as stated in Insurer's records.

- 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. INSURANCE.** Agent agrees that Agent shall maintain errors and omissions coverage. Agent shall notify Insurer immediately of any cancellation, termination or material reduction or alteration of such coverage. Agent shall, upon request, provide Insurer with evidence of such coverage.
- 24. NOTICE OF CREDIT, BACKGROUND & OTHER REPORTS.** As part of Insurer's agent selection procedures, and at Insurer's election thereafter, Insurer may request that a report be made by a consumer credit agency, background investigative agency, or other third party reporting agency, each of which may supply Insurer with information about Agent from its files, from public records, or from credit investigations. 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 laws. Should a report have an adverse effect on Insurer's appointment decision, Insurer will notify Agent in writing and identify the agency with which Agent may discuss the matter.
- 25. COMMUNICATIONS FROM INSURER OR INSURER'S DESIGNEE.** Agent acknowledges that Agent may receive marketing and other communications from Insurer or Insurer's designee(s) in connection with the sale of Insurer's insurance and annuity products. Agent agrees that Insurer or Insurer's designee may communicate with Agent via electronic mail, and that Insurer may share with its designee the electronic mail address of Agent as appropriate in connection with such marketing and other communications.

26. 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) file 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.

27. SURVIVAL. The provisions of Sections 2(g), 4(b), 5, 6, 7, 12, 15, 16, 20 and 22 will survive the termination of this Agreement and any termination of Agent's appointment as an independent agent of Insurer, regardless of the reason for termination. Provisions of the Business Guidelines related to the sections of the Agreement cited in this paragraph 27 likewise will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Date Accepted by Insurer reflected herein below (the "Effective Date").

Agent Signature

Printed Name of Agent or Agency: _____

Signature of Agent: _____

FOR HOME OFFICE USE ONLY
EquiTrust Life Insurance Company (Insurer) – Agent Appointment
Date Accepted
Insurer Officer Name and Title
Insurer Officer Signature