

FINANCIAL INSTITUTION NAME (Company)	AUTHORIZED OFFICER OF COMPANY	
MAILING ADDRESS and INTERNAL ROUTING CODE (to which all mail is to be sent) (If PO Box, also include street address)	TITLE OF AUTHORIZED OFFICER	
	OFFICE TELEPHONE	FAX NUMBER
CITY STATE ZIP	EMAIL ADDRESS	
STATE(S) WHERE COMPANY'S BROKERS WILL SOLICIT ANNUITY APPLICATIONS <i>(Please include copies of Company's state licenses)</i>		

Compensation

Payee (to whom all compensation will be paid by Standard Insurance Company) shall be the Company named above.

Reporting: Twice each month in which Company has commission activity, we will email a commission statement to the Payee's email address:

Please note that an annual fee of \$20.00 will be assessed should you opt out of direct deposit/e-statements while commissions are being earned.

Direct Deposit: All compensation will be electronically deposited (EFT) into the account that Company designates below.
(NOTE: Confirmation time from Payee's financial institution may require us to mail the initial commission check(s).)

NAME OF PAYEE'S FINANCIAL INSTITUTION FOR DEPOSIT	ACCOUNT NUMBER	<i>Send a voided check or photocopy.</i>
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By the authorized officer's signature on the Institutional Annuity Broker Sales Contract, Company requests and authorizes Standard Insurance Company to initiate electronic deposit credit entries to the above account. Company agrees to notify Standard Insurance Company as soon as reasonably possible of any changes to Company's designated account or Company's email address. Such notification shall allow Standard Insurance Company and the Payee's Financial Institution sufficient time to act on the notification. Company shall make any such change notification in writing or by changing Company's designations on the Producers Online Web site.

Payee's Substitute W-9 Certifications

We require certification of the Payee's taxpayer identification number (TIN). If this Substitute W-9 is not filed, we will be required to withhold income taxes according to Internal Revenue Service guidelines. Failure to provide us with the appropriate taxpayer identification number may result in a \$50 penalty imposed by the Internal Revenue Service. In addition, in the event of such failure, we are required to withhold 28% of your taxable distribution, regardless of your withholding election.

Please enter Payee's taxpayer identification number:

Under penalties of perjury, I certify that:

- (1) The Payee is a U.S. Person, and
- (2) The number shown on this Substitute W-9 is the Payee's correct taxpayer identification number, and
- (3) The Payee is not subject to backup withholding because:
 - (a) The Payee is exempt from backup withholding, or
 - (b) The Payee has not been notified by the Internal Revenue Service (IRS) that Payee is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - (c) The IRS has notified the Payee that the Payee is no longer subject to backup withholding.

(IMPORTANT NOTE: You must STRIKE OUT the language in section (3) above if Payee is subject to backup withholding.)

The Internal Revenue Service does not require Payee's consent to any provision of this Substitute W-9 other than the certifications required to avoid backup withholding.

X _____

SIGNATURE of Authorized Officer of Company

DATE SIGNED

OFFICE USE ONLY	<input type="checkbox"/> VERIFIED <input type="checkbox"/> EFT
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Section 1. Appointment

Standard Insurance Company, Portland, Oregon (The Standard, We, Us, Our) hereby contracts with and agrees to appoint the entity named on the signature page (Company, You, Your) as a Broker. This Institutional Annuity Broker Sales Contract (Contract) is effective on the date determined by The Standard, as indicated herein.

Company agrees as follows, through Company's duly licensed employees and registered representatives (Company's Brokers) to:

- 1.1 Solicit and procure applications for The Standard individual annuity products that are listed on any annuity broker commission schedule in effect and made a part of this Contract, but, in any state that requires appointment, Company's Brokers may not solicit applications for a Standard Insurance Company annuity product unless Company and Company's Brokers are appointed by The Standard to do so in that state;
- 1.2 Remit all applications and initial premiums promptly to The Standard's home office;
- 1.3 Provide service to owners and beneficiaries of The Standard annuities;
- 1.4 Obtain and keep in good standing all appropriate licenses for Company and Company's Brokers necessary to solicit annuity applications as authorized under this Contract.

We agree to compensate Company as provided in this Contract.

Section 2. Compensation

2.1 COMMISSIONS

- (a) Compensation to Company consists of broker-level commissions on annuities sold by Company's Brokers. Commissions shall be payable to Company as premiums are received in cash by The Standard subject to The Standard's established practices in effect at the time, including any disbursement minimum. In all cases involving a disputed or questionable commission claim, The Standard's decision shall be binding and conclusive. For income and other tax reporting purposes, The Standard will report all amounts paid under this Contract to Company. Company will be solely responsible for payment of any compensation to Company's Brokers related to the sale of The Standard's annuity products.
- (b) Commissions generated under this Contract shall be calculated according to the applicable commission schedules in effect on the date the annuity application is completed. Company's initial commission schedule is attached. New commission schedules may be issued from time to time by The Standard. Each commission schedule, on its effective date, will be a part of this Contract and will determine all compensation based on applications and increases written from that date to the effective date of the next commission schedule.

2.2 VESTING

Should either Company or The Standard terminate this Contract, compensation for annuities in force after termination will be payable as follows:

- (a) If termination results from other than forfeiture under paragraph 3.8 FORFEITURE OF CONTRACT RIGHTS, BENEFITS AND COMPENSATION, commissions as described in paragraph 2.1 COMMISSIONS will continue to be paid on annuities sold by Company's Brokers before termination as if this Contract were still in force. However, no bonuses or service fees of any kind will be payable after such termination. Notwithstanding the foregoing, if after termination Company does, or causes or allows any other person to do, any act listed in paragraph 3.8, no compensation of any kind will be paid to Company thereafter;
- (b) If termination is as a result of forfeiture under paragraph 3.8 due to the acts of Company, no compensation of any kind will be paid to Company after such termination;
- (c) If The Standard terminates the Certificate of Authority of any of Company's Brokers for cause as specified in the TERMINATION OF APPOINTMENT paragraph of their Certificate of Authority, no further compensation of any kind will be paid to Company on the annuity products sold by said Company's Broker.

2.3 ADJUSTMENTS

- (a) RETURNED PREMIUMS All compensation paid to Company as provided in paragraph 2.1 COMMISSIONS on any premiums that are subsequently returned or otherwise not received by The Standard shall, upon Our demand, become a debt due from Company to The Standard, payable according to paragraph 3.6 REPAYMENT OF INDEBTEDNESS.
- (b) REPLACED ANNUITIES If, in The Standard's judgment, a new annuity is to replace a terminated Standard Insurance Company annuity, compensation will be paid according to The Standard's established practices in effect at the time.

Section 3. General Provisions**3.1 INDEPENDENT CONTRACTOR**

Neither Company nor Company's Brokers are employees of The Standard under this Contract. Company and all Company's Brokers are independent contractors using their own judgment and guidelines in performing under the terms of this Contract. The Standard shall not determine the place or time that Company or Company's Brokers perform their duties as Brokers under this Contract, and nothing contained in this Contract shall limit Company's rights or the rights of any of Company's Brokers to sell products on behalf of other insurance companies. Company is responsible for paying all expenses Company or Company's Brokers incur in carrying out the terms of this Contract.

As Brokers, neither Company nor Company's Brokers are full-time salespersons for The Standard. Therefore neither Company nor Company's Brokers are eligible for any fringe benefit plans in which participation by Company or Company's Brokers or contributions by The Standard are in any way dependent on Company or Company's Brokers being considered statutory or common law employees of The Standard. The Standard will not withhold any taxes from compensation paid to Company. Company shall be solely responsible for and shall pay all income and other taxes or withholdings which Company owes based on compensation paid to Company under this Contract.

3.2 COMPANY'S BROKERS

Company shall provide, or cause Company's Brokers to provide, The Standard with all license(s) and personal information for each of Company's Brokers as necessary for The Standard to appoint them in the state(s) where they shall solicit and procure applications for Standard Insurance Company individual annuity products. Company agrees to exercise due diligence and perform adequate background checks of all of Company's Brokers to ensure there is nothing barring or otherwise disqualifying any of Company's Brokers to be licensed or appointed to solicit annuity applications, under any applicable federal or state laws or regulations. Upon appointment, The Standard will provide a Certificate of Authority to each of Company's Brokers. The Standard can, in The Standard's sole discretion, approve, reject, or terminate the appointment of any of Company's Brokers at any time. No such rejection or termination of appointment shall create or support any liability from The Standard to Company or to any of Company's Brokers.

3.3 FIDELITY BOND AND INDEMNITY AGREEMENT

Neither Company nor Company's Brokers are covered under The Standard's fidelity bond. However, Company acknowledges that The Standard may obtain a fidelity bond to cover any liability The Standard may incur as a result of any actions by Company or Company's Brokers, or by individuals working for Company or on Company's behalf. Company agrees to provide reasonable assistance to The Standard in obtaining such a bond. Notwithstanding any fidelity bond obtained by The Standard, Company agrees to indemnify and hold harmless The Standard against any damages or loss (including legal fees and costs, and other expenses) that The Standard may sustain as a result of the acts or omissions of Company, Company's Brokers, or any other individuals working for or on behalf of Company.

3.4 INSURANCE OF RISK LIABILITIES

Before soliciting applications for Standard Insurance Company products, Company agrees either:

- (a) To provide Us with written proof of Company's error and omissions insurance coverage, of a type of coverage and amount satisfactory to Us, and that such coverage shall include Company, Company's Brokers and any individuals working for or on behalf of Company, and Company further agrees to keep said coverage in force and provide periodic proof of said coverage for as long as this Contract shall remain in force, or;
- (b) To provide Us with a written statement, in a form satisfactory to us, that Company has chosen not to obtain such coverage and desires that The Standard rely on Company's financial security and resources to safeguard Company, Company's Brokers, and any individuals working for or on behalf of Company, and The Standard, against loss as a result of potential liability under this Contract. Company, therefore, agrees that Company will bear and retain all liability risks relating to, arising from or in the course of, the performance or discharge of the duties and services of Company's Brokers under this Contract, and any other individual working for or on behalf of Company. Any liability for damages (including legal costs and fees, and other expenses) incurred by Company, Company's Brokers, or any other individual working for or on behalf of Company, or The Standard, resulting from any acts or omissions under this Contract, shall be borne solely by Company. The Standard shall have the right to periodically request a Statement of Financial Condition (audited annual report) from Company for the purposes of ensuring financial stability to cover potential liability under this Contract. If The Standard determines, in its sole discretion, that Company lacks sufficient financial security to cover any potential liability under this contract, The Standard may require Company to obtain a fidelity bond or bonds benefiting The Standard, sufficient to cover any liability The Standard may incur relating to, or arising from the acts or omissions of Company, Company's Brokers, and any other individual working for or on behalf of Company, under this Contract.

3.5 CLAIMS AGAINST COMPANY, COMPANY'S BROKERS OR THE STANDARD

Company agrees to provide timely notice to The Standard and any applicable insurance or bonding company of any claim against The Standard, Company, any of Company's Brokers, or any other individual working for or on behalf of Company, where said claim is in any way related to the sale of Standard Insurance Company products. Company agrees, on its own behalf and on behalf of any Company's Brokers, or any other individual working for or on behalf of Company, to cooperate fully with The Standard and any applicable insurance or bonding company. Notwithstanding the above, to the extent that any applicable insurance or bond does not fully cover such claim, The Standard has the right to defend any such claim, and settle that claim, upon receipt of proof satisfactory to The Standard of the merit of that claim. Company will be liable to The Standard and Company agrees to reimburse The Standard fully for any payments made and any related expenses incurred by The Standard in the defense and settlement of any such claim that The Standard defends, pays or settles, including costs of counsel employed for such action.

3.6 REPAYMENT OF INDEBTEDNESS

Business charges, advances, commission recapture and loan balances owed to The Standard by Company that are unpaid are debts payable by Company to The Standard. Company agrees to promptly repay these sums to The Standard, including reasonable interest as determined by The Standard. Any such debts, at The Standard's sole discretion, may offset any commissions or other compensation payable to Company by The Standard.

3.7 ACTS NOT AUTHORIZED

The authority of Company and Company's Brokers extends no further than is specifically stated in this Contract and, except as expressly set forth herein, neither Company nor Company's Brokers shall have any power or authority to act on behalf of The Standard. Specifically, but not limited to the following, Company and Company's Brokers are not authorized:

- (a) To offer for sale, in the name of The Standard, any products other than Standard Insurance Company individual annuity products. However, this shall not affect the ability of Company's Brokers to sell products on behalf of other companies;
- (b) To make, alter, or discharge contracts in the name of The Standard, or to guarantee rates or annuity value illustrations;
- (c) To incur any debt or liability for or against The Standard, institute any legal proceedings, or bind The Standard in any manner whatsoever, except as provided in a Standard Insurance Company annuity premium receipt;
- (d) To create or use any advertisement (all written, oral and pictorial materials designed to reach the public, including but not limited to brochures, newsletters, letters, presentations, web pages, phone scripts, illustrations, business cards, letterhead, mailings or emailings) containing The Standard's signature package (logo), referencing The Standard or Our products, or mentioning The Standard's name unless (1) it has first been approved by The Standard in writing, and (2) a copy of the final version has been received by The Standard's home office before it is used, and (3) it is used in accordance with any conditions and limitations of said approval.

3.8 FORFEITURE OF CONTRACT RIGHTS, BENEFITS AND COMPENSATION

The Standard, at its option, may declare this Contract null and void, and all Company's rights, benefits, and compensation from The Standard (according to paragraph 2.1 COMMISSIONS) shall be forfeited, if Company does (or Company causes or allows Company's Brokers or any individuals working for or on behalf of Company to do) any of the following:

- (a) Withhold any funds, documents, or property belonging to a Standard Insurance Company annuity owner or beneficiary, or to a person whose application for an annuity has not been accepted by The Standard;
- (b) Intentionally violate any of the conditions or obligations of this Contract;
- (c) Induce owners of The Standard annuities to surrender the annuity or replace it with another company's annuity, whether or not applicable replacement laws or regulations have been followed;
- (d) Violate any state or federal insurance, securities, or criminal laws;
- (e) Have Company's license to sell annuity products terminated, suspended, censured or restricted by any state.
- (f) Fail to act in a manner consistent with Section 4. ETHICAL STANDARD or Section 5. MAINTAINING CONFIDENTIALITY OF PERSONAL INFORMATION.

Nothing herein shall affect The Standard's right to assert any other claim, either in law or in equity, it may have or acquire against Company.

3.9 ASSIGNMENT

The Standard is relying on the specific abilities of Company and Company's Brokers in the performance of Company's rights, obligations and duties under this Contract. Therefore, neither this Contract nor any of the rights, obligations or duties under this Contract may be assigned by Company without The Standard's prior written approval, which approval may be withheld in The Standard's sole discretion.

3.10 WAIVER

The failure of either party to exercise any right or enforce any provision of this Contract shall not be construed as a waiver of that party's right to subsequently exercise that right or enforce that provision.

3.11 ATTORNEYS' FEES

If The Standard prevails in any claim, action or suit to enforce or interpret this Contract, or otherwise with respect to the subject matter of this Contract, Company agrees to pay all reasonable attorneys' fees and costs incurred by The Standard in any claim, action or suit (including appeals). Company also agrees to pay all costs of collection of any funds owed by Company to The Standard, including reasonable attorneys' fees, regardless of whether any claim, action or suit is filed by The Standard. Conversely, if Company prevails in any such action or suit on this Contract, The Standard agrees to pay Company's reasonable attorneys' fees and costs.

3.12 AMENDMENT OF CONTRACT

The Standard reserves the right to amend any part of this Contract by written notice to Company at Company's last known address. Any amendment will be effective thirty days from the mailing of such notice, or earlier by mutual written agreement, but no such amendment shall affect compensation payable on annuities previously put in force, except by mutual written agreement. Neither this Contract nor any amendment to it shall bind The Standard unless signed by an officer of The Standard. The Standard reserves the right to change any part of the commission schedule at any time. The commission calculations stated in any schedule, however, shall continue to apply until such future commission schedule is provided to Company. Changed commission schedules shall be exempt from the officer signature and thirty-day notice requirements.

3.13 TERMINATION OF CONTRACT

This Contract may be terminated at any time by mutual written agreement. In addition to The Standard's right to declare an immediate termination for cause specified in paragraph 3.8 FORFEITURE OF CONTRACT RIGHTS, BENEFITS AND COMPENSATION, either Company or The Standard may terminate this Contract without cause, by sending thirty days written notice to that effect to the other at the other's last known address. This Contract shall terminate automatically upon the date proceedings in bankruptcy or insolvency are filed by or against Company, or upon any event that legally or contractually causes dissolution of Company's business entity named in Company's application to contract with Standard Insurance Company.

Termination of this Contract shall not affect Company's obligation to repay any debt to The Standard or to account for and return all funds, annuity applications, contracts, training or sales material, and other Standard Insurance Company property to the satisfaction of The Standard.

3.14 GOVERNING LAW

This Contract is governed by the laws of the State of Oregon.

Section 4. Ethical Standard

Standard Insurance Company requires all brokers for Standard Insurance Company products to conduct business according to the highest principles of honesty, integrity and pride, always putting the needs of the customer first:

- 4.1** To conduct a thorough interview to determine the customer's needs, and clearly disclose when annuities are being proposed as part of a sales presentation;
- 4.2** To ensure that the customer understands the costs and benefits of any product or proposal;
- 4.3** To distinguish clearly between the guaranteed and non-guaranteed elements of any product or proposal, and make the customer aware of product conditions or limitations, or of any features that could change over time;
- 4.4** To treat all customers as the Broker would want to be treated, and to maintain personal and professional conduct that enhances reputation of both Company and Standard Insurance Company.

Section 5. Maintaining Confidentiality of Personal Information

The Standard is committed to safeguarding the privacy of The Standard’s customers and is dedicated to maintaining the confidentiality of their personal information. In the course of Company’s duties under this contract, Company or Company’s Brokers may obtain personal information about The Standard’s customers. The Standard requires Company and Company’s Brokers to maintain the confidentiality of such personal information, and to abide by all applicable federal and state privacy laws.

Neither Company nor Company’s Brokers shall use or disclose any such personal information obtained in the course of Company’s duties under this contract for any purpose unrelated to Company’s duties under this Contract. Neither Company nor Company’s Brokers shall disclose such personal information to third parties without prior written consent of The Standard or the customer. Neither Company nor Company’s Brokers shall, under any circumstances, use or disclose such personal information for Company or Company’s Brokers’ own purpose, such as selling personal information to third parties. Company shall also implement reasonable safeguards to protect such personal information from unauthorized or inadvertent use or disclosure. The Standard reserves the right to periodically audit Company’s privacy practices and procedures to ensure compliance with federal and state laws and with The Standard’s corporate privacy policy.

The Following Parties Agree to the Terms of this Contract:

<p>BROKER:</p> <p>_____</p> <p>COMPANY NAME (Please print)</p> <p>_____</p> <p>SIGNATURE OF AUTHORIZED OFFICER</p> <p>_____</p> <p>TITLE of AUTHORIZED OFFICER</p>	<p>STANDARD INSURANCE COMPANY:</p> <p>_____</p> <p>STANDARD INSURANCE COMPANY OFFICER SIGNATURE</p> <p>_____</p> <p>TITLE</p> <p>_____</p> <p>EFFECTIVE DATE</p>
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