

BROKER/DEALER NAME		AFFILIATED / ASSOCIATED LIFE AGENCY NAME	
<i>BROKER/DEALER and LIFE AGENCY together shall be referred to herein as "Producer"</i>			
PRODUCER MAILING ADDRESS and INTERNAL ROUTING CODE (to which all mail is to be sent) (If PO Box, also include street address)		OFFICE TELEPHONE	FAX NUMBER
-----		EMAIL ADDRESS	
CITY	STATE	ZIP	STATE(S) WHERE PRODUCER'S REGISTERED REPRESENTATIVES WILL SOLICIT ANNUITY APPLICATIONS <i>(Please include copies of Producer's state licenses)</i>

**Compensation**

**Payee** shall be (*choose one*):  the Broker/Dealer –or–  the affiliated or associated Life Agency named above.

**Reporting:**

Twice each month in which Producer has commission activity, we will email a commission statement to the Payee's e-mail address:

PAYEE'S EMAIL ADDRESS ( <i>if different from above</i> )
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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 Payee 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 Annuity Broker/Dealer Selling Agreement, Producer requests and authorizes Standard Insurance Company to initiate electronic deposit credit entries to the above account. Producer agrees to notify Standard Insurance Company as soon as reasonably possible of any changes to Payee's designated account or Payee's email address. Such notification shall allow Standard Insurance Company and the Payee's Financial Institution sufficient time to act on the notification. Producer shall make any such change notification in writing or by changing Producer'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:**

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**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 Producer

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE SIGNED

Standard Insurance Company, Portland, Oregon (“The Standard”) and the Broker/Dealer and the Affiliated or Associated Life Agency named on the signature page (together referred to as “Producer”) enter into this Annuity Broker/Dealer Selling Agreement (“Agreement”) in order to market and service individual annuity contracts issued by The Standard (“Contract” or “Contracts”). This Agreement is effective on the date determined by The Standard, as indicated herein.

The Contracts will be marketed and sold through brokers who are Broker/Dealer's registered representatives (“Registered Representative” or “Registered Representatives”) and appointed with The Standard. Broker/Dealer is registered as a broker/dealer with the Securities and Exchange Commission (“SEC”) and is a member of the National Association of Securities Dealers, Inc. (“NASD”). Broker/Dealer or an affiliated or associated agency is also licensed as a life insurance agency under the insurance laws of the various states in which it operates.

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

## **Section 1. Solicitation of Contract Applications**

- 1.1** The Standard will appoint Registered Representatives to solicit and procure applications for, and service the Contracts. This appointment is not deemed to be exclusive in any manner and only extends to those jurisdictions in which the Contracts have been approved for sale and in which Producer and respective Registered Representative are properly licensed under federal and state securities and insurance laws and regulations and NASD rules, and appointed. Applications shall be taken only for Contracts that are listed on the commission schedule in effect and made a part of this Agreement, and on the application forms supplied by The Standard. All completed applications, supporting documents and initial and subsequent payments are the sole property of The Standard and must be promptly delivered to The Standard at such address as The Standard may from time to time designate. All applications are subject to acceptance by The Standard in its sole discretion. In any state that requires appointment, Producer shall ensure that Registered Representatives do not solicit any applications for the Contracts in a state unless Producer and Registered Representatives are appointed by The Standard to do so in accordance with the appointment regulations of such state.
- 1.2** Producer shall provide, or cause Registered Representatives to provide, The Standard with all license(s) and personal information for each of Registered Representatives as necessary for The Standard to appoint them in the state(s) where they will solicit and procure applications for the Contracts. Producer agrees to exercise due diligence and perform sufficient background checks of each prospective Registered Representative to ensure there is nothing barring or otherwise disqualifying Registered Representatives to be licensed or appointed to solicit applications for the Contracts, under any applicable federal or state laws or regulations. Upon appointment, The Standard will provide a Certificate of Authority to each Registered Representative. The Standard can, in its sole discretion, approve, reject, or terminate the appointment of any Registered Representative at any time. No such rejection or termination of appointment shall create or support any liability from The Standard to Producer or to any Registered Representative.

## **Section 2. Sales Material**

Producer and its officers, employees and Registered Representatives shall not create or use any advertisement or promotional material containing The Standard's signature package (logo) or referencing The Standard or annuity products from The Standard, except where such material has been approved by The Standard within the last 6 months, and where use of such material complies with all restrictions and limitations of said approval. For the purposes of this Agreement, materials (“Material” or “Materials”) shall include all written, oral and pictorial materials designed to reach Registered Representatives or the public, including, but limited to, brochures, newsletters, letters, presentations, web pages, telephone scripts, illustrations, business cards, letterhead, mailings, or emailings which contain The Standard's name or logo, or references The Standard or the Contracts. While materials are available from The Standard's Website, they shall be deemed to be approved for concurrent use. If the Materials contain rate-sensitive information, then Producer shall ensure that Producer and its officers, employees and Registered Representatives only uses such Materials that are in effect at the time, and that all usage shall disclose the effective date of such rate-sensitive Materials and the fact that it can change at any time. In accordance with the requirements under the federal and state securities and insurance laws and regulations, Producer shall maintain complete records indicating the manner and extent of distribution of any such Materials. The Materials shall be made available to The Standard upon written request, and to appropriate federal and state regulatory agencies as required by law or regulation. Producer and Registered Representatives shall not use any Material that is not received from The Standard. Producer and its officers, employees and Registered Representatives shall not use any Material that is not received from The Standard. Producer and its officers, employees and Registered Representatives will only use the Material(s) it receives from The Standard in a manner authorized by the Standard. In the case that Producer violates this Section 2 by using unauthorized Materials or using authorized sales material in an unauthorized manner or allows any of its officers, employees or Registered Representatives to do so, Producer shall hold The Standard and its affiliates harmless from any liability arising from such use, and shall indemnify The Standard for any liability arising from such use.

### Section 3. Compensation

- 3.1** Compensation to Producer consists of commissions (“Commission” or “Commissions”) on Contracts subject to this agreement sold by Producer’s Registered Representatives. Commissions will be payable only on premiums received in cash by The Standard. Commissions will be calculated according to the applicable commission schedule(s) in effect on the date the application for the Contract is completed. Producer’s initial commission schedule(s) is(are) attached to this Agreement. 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 Agreement and will determine all Commissions based on applications and increases written from that date to the effective date of the next commission schedule. In no event shall The Standard be liable for payment of commissions with respect to any solicitation made, in whole or in part, by any person or entity not appropriately licensed and registered under federal, state, and NASD authorities prior to the commencement of such solicitation. Producer warrants that all necessary contractual arrangements are in place to enable The Standard to pay Producer for business produced by Registered Representatives in the jurisdictions in which they hold licenses. In no case will Producer be compensated for any transactions if it is not properly registered as a Broker/Dealer at the time of the sale and at the time of the payment. Producer shall pay all compensation, if any, due to any person including Registered Representatives with respect to Contracts which are subject to this Agreement, and no Registered Representative or person other than Producer shall have any claim against The Standard on account of the sale or service of any Contracts. The Standard shall have no obligation to pay any compensation, whether Commissions or otherwise, except as provided herein. Tax on any Commissions paid under this agreement will be reported directly to Producer in a manner appropriate under applicable state insurance laws and regulations.
- 3.2** Commissions will be paid only while the Producer is the duly licensed Broker/Dealer of record. No assignment or transfer of the Commissions payable to Producer shall bind The Standard without its prior written consent.
- 3.3** The Standard shall not be obligated to pay a Commission under this Agreement unless:
- (a) The Standard has received all forms, documentation and information required as part of the Contract issuance process; and
  - (b) The Standard has received the minimum initial premium payment and issued the Contract.
- In all cases involving a disputed or questionable Commission, The Standard’s decision shall be binding and conclusive.
- 3.4** Upon termination of this Agreement, compensation for annuities in force after termination will be payable as follows:
- (a) If termination results from other than forfeiture under paragraph 4.6, Commissions as described in paragraph 3.1 will continue to be paid on Contracts sold Producer’s Registered Representatives before termination as if this Agreement was still in force. Notwithstanding the foregoing, if after termination Producer commits any act listed in paragraph 4.6, no compensation of any kind will be paid to Producer thereafter;
  - (b) If termination is a result of forfeiture under paragraph 4.6, no compensation of any kind will be paid to Producer after such termination;
  - (c) If any of Registered Representatives’ Certificate of Authority is terminated under paragraph 4.6 of this Agreement, no further commissions on Contracts sold by such Registered Representative shall be paid to Producer.
  - (d) After termination of this Agreement, Producer shall continue to be liable for any chargebacks or for any other amounts advanced by or otherwise due to The Standard hereunder.
- 3.5** Nothing in this Agreement shall be construed as giving Producer the right to incur any indebtedness on behalf of The Standard. The Standard is hereby authorized by Producer to offset its respective liabilities to The Standard against any and all amounts otherwise payable to Producer by The Standard.
- 3.6** Producer shall be solely responsible for all expenses it incurs in carrying out its duties and obligations under this Agreement.

### Section 4. Producer Compliance

- 4.1** Producer shall establish rules, procedures, supervisory and inspection techniques necessary to diligently supervise the activities of its Registered Representatives, and to ensure that all the terms and conditions pertaining to Registered Representatives contained in this Agreement are met. Producer will ensure that sales of the Contracts will not occur in a jurisdiction unless The Standard, Producer and the soliciting Registered Representative are licensed and appointed with The Standard to sell the Contracts in said jurisdiction.

- 4.2** Producer will at all times during the course of this Agreement keep in good standing all appropriate licenses for Producer and Registered Representatives necessary to solicit applications for the Contracts as authorized under this Agreement. Producer is and will at all times during the course of this Agreement be a broker/dealer registered with the SEC and a member in good standing of the NASD and shall fully comply with the rules and requirements of the NASD and all other applicable federal and state securities and insurance laws, rules and regulations.
- 4.3** Producer shall ensure that all customer checks shall be made payable to The Standard. Registered Representatives and Producer are prohibited from accepting a cash payment for any Contract. Producer shall ensure that all Registered Representatives are trained with regard to the proper handling of customer applications and customer payments for Contracts. Producer will promptly forward to The Standard all applications with any premiums received without deducting for compensation of the Producer. For purposes of this Section 4, “promptly” means no later than noon of the next business day.
- 4.4** Producer shall ensure that it has training and procedures in place in order to ensure that its Registered Representatives will:
- (a) Conduct business according to the highest principles of honesty and integrity and always put the needs of the customer first;
  - (b) Conduct a thorough interview before recommending any purchase (or exchange) of an annuity product in order to determine the customer’s needs given their age, financial status, tax status, investment objectives and any other information relevant to the recommended purchase;
  - (c) Clearly disclose when annuities are being proposed as part of a sales solicitation;
  - (b) Ensure that the customer fully understands any Contract being discussed, including the costs and benefits of any Contracts being proposed as part of the sales solicitation, and that the customer understands possible tax effects of withdrawals from the Contract, including the 10% IRS early-withdrawal penalty for withdrawals prior to age 59½;
  - (c) Distinguish clearly between the guaranteed and non-guaranteed elements of any Contract being discussed, and make the customer aware of Contract conditions or limitations, including, but not limited to, the applicable surrender charge schedule, and of any feature that could change over time;
  - (d) Disclose the source and amount of compensation for the sale of a Contract if required by law; and
  - (e) Treat all customers as the registered representative would want to be treated, and to maintain personal and professional conduct that enhances the reputation of the Producer, Registered Representative and The Standard.
- 4.5** Producer shall ensure that Registered Representatives shall not make recommendations to a customer in the absence of reasonable grounds to believe that the recommendation is suitable for such applicant based upon information furnished after reasonable inquiry of the applicant’s age, insurance and investment objectives, tax status, financial situation and needs, and any other relevant information. Producer shall review all applications for suitability in accordance with all applicable NASD rules and interpretations relating hereto, and all applicable state laws or regulations relating hereto. The Standard reserves the right to make its own determination concerning the acceptability of any application and to return any premium tendered in connection therewith.
- 4.6** The Standard may, at its option, declare this Agreement null and void, and all Producer’s rights, benefits and compensation from The Standard shall be forfeited, if Producer or Producer’s Registered Representative does any of the following:
- (a) Withholds any funds, documents, or property belonging to the owner or beneficiary of a Contract from The Standard, or to a person whose application for a Contract has not been accepted by The Standard;
  - (b) Intentionally violates any of the conditions of obligations of this Agreement;
  - (c) Induces Contract owners to surrender the Contract or replace it with another company’s annuity, whether or not the applicable replacement laws or regulations have been followed;
  - (d) Violates any state or federal insurance, securities, or criminal laws;
  - (e) Have Producer’s license to sell annuity products terminated, suspended, censured or restricted by any state;
  - (f) Fails to act in a manner consistent with sections 1, 2, 4, 8 or 10.9 of this Agreement.

## **Section 5. Recordkeeping**

Producer shall comply with all recordkeeping requirements imposed on Broker/Dealers under the Securities Exchange Act of 1934, the SEC regulations and interpretive guidance thereunder, and the NASD Rules. Producer will comply with any recordkeeping requirements imposed by any applicable state insurance laws or regulations. Producer shall forward to The Standard such reports of said business conducted pursuant to this Agreement as The Standard may reasonably prescribe. The Standard shall have the right to enter the premise, during regular business hours, of any office of Producer to examine said records upon giving prior written notice to Producer.

**Section 6. Indemnification**

Producer agrees to indemnify and hold harmless The Standard and its affiliates, employees, officers and directors from any and all losses, expenses (including reasonable attorney's fees and court costs), damages and liabilities to which The Standard and its affiliates, employees, officers and directors may become subject insofar as such losses, expenses, damages or liabilities (or actions in respect thereof) arise out of or are based upon:

- (a) the non-performance or breach of this Agreement by Producer and/or its officers, employees or Registered Representatives;
- or
- (b) any untrue statements made by Producer and/or its officers, employees or Registered Representatives.

**Section 7. Fidelity Bond**

**7.1** Producer represents that all its directors, officers, employees and Registered Representatives who have access to funds of The Standard are and will continue to be covered by a blanket fidelity bond including coverage for larceny, embezzlement and defalcation, issued by a reputable bonding company. This bond shall be maintained at Producer expense. Such bond shall be at least equivalent to the minimum coverage required under the NASD Conduct Rules, endorsed to extend coverage to life insurance and annuity transactions. Producer acknowledges that The Standard may require evidence that such coverage is in force and Producer shall promptly give notice to The Standard of any notice of cancellation or change of coverage.

**7.2** Neither Producer nor Producer's Registered Representatives are covered under The Standard's fidelity bond. However, Producer acknowledges that The Standard may obtain a fidelity bond to cover any liability The Standard may incur as a result of any actions by Producer or Producer's Registered Representatives, or by individuals working for Producer or on Producer's behalf. Producer agrees to provide reasonable assistance to The Standard in obtaining and maintaining such a bond. Notwithstanding any fidelity bond obtained by The Standard, Producer 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 actions of omissions of Producer, Producer's Registered Representatives, or any other individuals working for or on behalf of Producer.

**Section 8. Limitations of Authority**

The Contract forms are the sole property of The Standard. No person other than The Standard has the authority to make, alter or discharge any Contract, certificate, supplemental contract or form issued by The Standard, or to guarantee rates or annuity value illustrations regarding the Contracts. The Standard may make such changes, as it deems advisable in the conduct of its business or discontinue at any time issuing any of its forms or contracts and no liability to the Producer will attach to The Standard by reason of The Standard so doing. No person other than The Standard has the right to waive any provision with respect to any Contract. No person other than The Standard has the authority to incur any debt or liability for or against The Standard, to institute or enter into any proceeding in a court of law or before a regulatory agency in the name or on behalf of Standard, or bind The Standard in any manner whatsoever, except as provided in an annuity premium receipt from The Standard.

**Section 9. Cooperation**

**9.1** The parties hereto and their respective directors, officers, employees and Registered Representatives agree to cooperate fully in any insurance or securities regulatory inspection, inquiry, investigation or proceeding, or any judicial proceeding with respect to The Standard or any of its officers, directors, employees, registered representatives and affiliates to the extent that such inspection, inquiry, investigation or proceeding is in connection with Contracts distributed under this Agreement. Producer agrees to promptly notify The Standard in the event that it receives a notice of any regulatory inspection, inquiry, or proceeding.

**9.2** The parties hereto and their respective directors, officers, employees and Registered Representatives shall cooperate with one another in the investigation and settlement of all claims against either of them or their respective directors, officers, employees and Registered Representatives relating to the solicitation or sale of Contracts under this Agreement. Each party shall promptly forward to each other party any notice or other relevant information that may come into its possession, including, but not limited to customer complaints. In the context of this Section 9, "promptly" shall be interpreted to mean notification within three business days of the receipt of any notice covered by this section.

**9.3** This section 9 will continue in force after the termination of this Agreement.

**Section 10. General Provisions****10.1 WAIVER**

Failure of any of the parties to promptly insist upon strict compliance with any of the obligations of any other party under this Agreement shall not be deemed to constitute a waiver of the right to enforce strict compliance.

**10.2 INDEPENDENT CONTRACTOR**

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

Neither Producer nor Producer's Registered Representatives are full-time salespersons for The Standard. Therefore neither Producer nor Producer's Registered Representatives are eligible for any fringe benefit plans in which participation by Producer or contributions by The Standard are in any way dependent on Producer or Producer's Registered Representatives being considered a statutory or common law employees. The Standard will not pay any social security or related taxes on Producer's commissions. All social security and related taxes are payable from Producer's own funds by Producer as an independent contractor.

**10.3 INSURANCE OF RISK LIABILITIES**

Before soliciting applications for products from The Standard, Producer agrees either:

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

**10.4 ASSIGNMENT**

No assignment of this Agreement or of commissions or other payments under this Agreement shall be valid without the prior written consent of the other parties.

**10.5 NOTICE**

Any notice given pursuant to this Agreement shall be mailed, postage paid, to the last known addresses shown of the other parties.

**10.6 SEVERABILITY**

The invalidity or illegality of any provision of this Agreement shall not be deemed to affect the validity or legality of any other provision of this Agreement.

**10.7 AMENDMENT**

This Agreement may be amended in a writing signed by all parties to this Agreement. The Standard reserves the right to change any part of the commission schedule at any time. The commission calculations stated in any commission schedule, however, shall continue to apply until such changed commission schedule is provided to Producer. Commission schedules shall be exempt from the signature requirement.

**10.8 TERMINATION**

Upon written notice any party may terminate this Agreement, with or without cause, and termination shall be effective immediately. This Agreement will terminate immediately upon the event that Producer is no longer a member firm of NASD, or no longer possesses the requisite licenses and appointments. Producer agrees to notify The Standard if such event occurs.

**10.9 PROTECTION OF NON-PUBLIC PERSONAL INFORMATION**

- (a) During the course of performance under this Agreement, each party, its affiliates, and their respective officers, directors, employees, agents, producers and Registered Representatives may or will obtain or have access to certain “non-public personal information” (“NPI,” as defined under Title V of the Gramm-Leach-Bliley Act and regulations promulgated thereunder, as amended) including, but not limited to, names, addresses, account balances, account numbers, account activity, social security numbers, taxpayer identification numbers, sensitive financial information, information on each party’s forms or in a database of any kind, information created by each party, information collected by or on behalf of a party, and personally identifiable information derived from NPI.
- (b) All NPI that The Standard, Producer or Producer’s Registered Representatives obtains as a result of this relationship shall not be used, disclosed, reused or re-disclosed to any third party, except to carry out the purposes for which the information was originally disclosed. All NPI of the other parties shall be held in confidence to the same extent and in at least the same manner as the holding party protects its own NPI, but in no case in a lesser manner than a reasonable degree of care under the circumstances.
- (c) Each party shall be permitted to disclose relevant aspects of the other parties’ NPI to its officers, agents, producers, subcontractors and employees only to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under the Agreement, provided that such party shall take all reasonable measures to ensure that the NPI of the other party or parties is not disclosed or reproduced in contravention of the provisions of this Agreement.
- (d) The obligations of this Agreement shall not restrict any disclosure by any party pursuant to any applicable state or federal laws, or by request or order of any court or government agency (provided that the disclosing party shall seek appropriate protections and provide prompt notice to the non-disclosing party or parties in order that any other party will have a reasonable opportunity to oppose the disclosure, request or order).
- (e) The parties further agree to establish and maintain policies and procedures designed to ensure the confidentiality and security of NPI. This shall include procedures to protect against any anticipated threats or hazards to the security or integrity of the information and unauthorized access to or use of the information. For reasonable cause, each party may audit the use or disclosure of NPI upon reasonable written notice to the other party. Each party will promptly advise the other parties of any breach of obligations of this Agreement with respect to NPI of which the breaching party is aware.
- (f) The parties acknowledge that there may be instances where each party will have the same NPI that may be subject to different privacy policies and procedures according to the notices provided to the customer or consumer by the respective parties to the Agreement.
- (g) The parties agree that they shall abide by the provisions of the Gramm-Leach-Bliley Act and other applicable privacy laws and regulations.
- (h) This Subsection 10.9 will continue in force after the termination of this Agreement.

**10.10 CONFIDENTIALITY**

- (a) During the course of performance under this Agreement, each party, its affiliates, and their respective officers, directors, employees, agents, producers and Registered Representatives may or will obtain or have access to certain proprietary or confidential information (“Proprietary Information”) of the other parties, or their affiliates. Each party agrees, for itself, its affiliates, and their respective officers, directors, employees, agents, producers and Registered Representatives:
  - (1) to keep the Proprietary Information confidential and to maintain procedures designed to maintain that confidentiality;
  - (2) to use the such Proprietary Information only as is necessary to carry out the terms and conditions of this Agreement; and
  - (3) not to disclose such information to others without prior written consent of that party, except as may be required by law.
- (b) This Subsection 10.10 will continue in force after the termination of this Agreement.

**10.11 ANTI-MONEY LAUNDERING REQUIREMENTS AND ECONOMIC SANCTIONS PROGRAMS**

Each of the parties agrees to comply with all applicable anti-money laundering laws, rules and government guidance, including the reporting, recordkeeping and compliance requirements of the Bank Secrecy Act (“BSA”), as amended by The International Money Laundering Abatement and Financial Anti-Terrorism Act of 2002, Title III of the USA Patriot Act (“the Act”), its implementing regulations, and related SEC and SRO rules as applicable. These requirements include, but are not limited to, requirements to identify and report currency transactions and suspicious activity, to verify customer identity, to conduct customer due diligence and to implement anti-money laundering compliance programs.

**10.12 ATTORNEY’S FEES**

If The Standard prevails in any claim, action or suit to enforce or interpret this Agreement, or otherwise with respect to the subject matter of this Agreement, Producer agrees to pay all reasonable attorneys’ fees and costs incurred by The Standard in any claim, action or suit, including appeals. Producer also agrees to pay all costs of collection of any funds owed by Producer to The Standard, including reasonable attorneys’ fees, regardless of whether any claim, action or suit is filed by The Standard.

**10.13 GOVERNING LAW**

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

**THE FOLLOWING PARTIES AGREE TO THE TERMS OF THIS SELLING AGREEMENT:**

<p><b>BROKER/DEALER:</b></p> <p>_____</p> <p>COMPANY NAME (Please print)</p> <p>_____</p> <p>SIGNATURE of AUTHORIZED OFFICER</p> <p>_____</p> <p>PRINTED NAME</p> <p>_____</p> <p>TITLE of AUTHORIZED OFFICER                      DATE SIGNED</p>	<p><b>LIFE AGENCY (if other than Broker/Dealer):</b></p> <p>_____</p> <p>AGENCY NAME (Please print)</p> <p>_____</p> <p>SIGNATURE of AUTHORIZED OFFICER</p> <p>_____</p> <p>PRINTED NAME</p> <p>_____</p> <p>TITLE of AUTHORIZED OFFICER                      DATE SIGNED</p>
<p><b>STANDARD INSURANCE COMPANY:</b></p> <p>_____</p> <p>STANDARD INSURANCE COMPANY OFFICER SIGNATURE</p> <p>_____</p> <p>TITLE of AUTHORIZED OFFICER                      DATE SIGNED</p>	
<p><b>Home Office Use Only</b></p> <p>_____</p> <p>EFFECTIVE DATE of this AGREEMENT</p>	