

BGA/IMO Request to Appoint: Individual Producer

Minnesota Life Insurance Company - Securian Life Insurance Company
 Securian Financial Group Companies
 Central Licensing Unit • 400 Robert Street North • St. Paul, Minnesota 55101-2098

Broker name _____	
NEW BUSINESS:	
<input type="checkbox"/> New Business is being submitted to Minnesota Life at the same time as this paperwork (Allowed for concurrent submission states). Any delay in the appointment process may result in additional signatures being required.	
List: State of Sale: _____ and Owner's Resident State: _____	
NOTE: Non-resident appointments are only submitted for preappointment state(s), state of sale or owner's resident state.	
COMPENSATION:	
<input type="checkbox"/> License Only Agent (LOA) _____ OR _____	
MINNESOTA LIFE *All life product rates will be based on Eclipse rates. ECLIPSE 1st Year: _____ % Renewal 2-10: _____ % EARLY VALUES AGREEMENT RIDER 1st Year: _____ % 1st Year Spread: _____ % Renewal 2-10: _____ %	SECURIAN LIFE *All life product rates will be based on Eclipse rates. ECLIPSE 1st Year: _____ % Renewal 2-10: _____ % EARLY VALUES AGREEMENT RIDER 1st Year: _____ % 1st Year Spread: _____ % Renewal 2-10: _____ %

SUBMISSION INSTRUCTIONS

- Verify that the broker has provided you with the following information.
- Complete contracts are required not just signature pages.
- Fax this form along with all documents in one package to Central Licensing Unit at 651-665-7256

- Complete Broker Data Sheet
- Signed Minnesota Life Broker Sales Contract
- Signed Securian Life Broker Sales Contract ONLY required if selling in NY
- EFT form with a copy of a voided check
- Proof of E&O

Incomplete paperwork will delay the appointment process.

Appointment approvals emailed direct to broker email listed on Broker Data Sheet.

Please list any additional email addresses notifications should be sent to _____

I hereby request that Minnesota Life Insurance Company proceed with this appointment request.

Signature of BGA/IMO	Date
X _____	_____
Print BGA/IMO name	BGA/IMO code
_____	_____

Fax this form along with all documents in one package to Central Licensing Unit at 651-665-7256

Broker Data Sheet

Minnesota Life Insurance Company - Securian Life Insurance Company
 Securian Financial Group Companies
 Corporate Compliance • 400 Robert Street North • St. Paul, Minnesota 55101-2098

GENERAL INFORMATION

Name (first, middle, last) Indicate your full legal name as it appears on your Insurance license			Nickname		
Residence address - REQUIRED - (number, street name and apartment or unit number)					
City		State	Zip code	Residence telephone number	
Sex <input type="checkbox"/> M <input type="checkbox"/> F	Birth date (mo/day/yr)	Social Security number		Business telephone number	
Business address - REQUIRED - (number, street name and unit number)				Business fax number	
City			State	Zip code	
Broker's e-mail address				CRD number	
Corporation name (for fixed business only)				Federal tax ID number	
Designation selection <input type="checkbox"/> CLU <input type="checkbox"/> ChFC <input type="checkbox"/> CFP <input type="checkbox"/> CFA <input type="checkbox"/> Other					

BROKER-DEALER

Are you currently associated with a broker-dealer? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, does your broker-dealer supervise INDEXED LIFE products? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, BD signature required on page 2.	
Broker-Dealer name		Broker-Dealer address	

STATE LICENSE AND APPOINTMENT

Have you ever been appointed with Minnesota Life?
 Yes No

- A valid license must be held in each state.
- Appointment is required before first solicitation occurs in pre-appointment state(s).

FAIR CREDIT REPORTING ACT DISCLOSURE

This is to inform you that as part of our procedure for processing your appointment request, an investigative consumer report will be made which may include information as to your background, mode of living, character, general reputation, and personal characteristics. By completing and signing this appointment request, you are indicating that you understand and specifically authorize our procurement of this investigative consumer report.

PLEASE COMPLETE ALL QUESTIONS ON NEXT PAGE

BROKER DECLARATION

If you answer "Yes" to any questions, attach a signed written explanation with all relevant information and supporting documents.

	YES	NO
1. Have you, or an organization over which you exercised management or policy control:		
a. filed a bankruptcy petition or been the subject of an involuntary bankruptcy provision in the last 10 years?	<input type="checkbox"/>	<input type="checkbox"/>
b. ever been charged with, indicted for, convicted of or pled guilty or nolo contendere to any felony or misdemeanor other than a minor traffic offense?	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you have any unsatisfied judgments, garnishments or liens against you?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has a bonding or surety company denied, ever paid out on, or revoked a bond for you?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you individually, or has a company you exercised control over, ever had an insurance license or appointment, or a securities registration, or an application for such, denied, suspended, cancelled or revoked?	<input type="checkbox"/>	<input type="checkbox"/>
5. Has any state or federal regulatory agency, legal body or self-regulating authority:		
a. ever sanctioned, censured, penalized or otherwise disciplined you?	<input type="checkbox"/>	<input type="checkbox"/>
b. ever filed a complaint against you?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you ever been or are you currently party to an insurance or investment related consumer initiated complaint or proceeding?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you ever been or are you currently involved with, or party to:		
a. any litigation?	<input type="checkbox"/>	<input type="checkbox"/>
b. the subject of any investigation?	<input type="checkbox"/>	<input type="checkbox"/>
8. Have you ever been discharged or permitted to resign because you were accused of:		
a. violating investment or insurance-related statutes, regulations, rules or industry standards of conduct?	<input type="checkbox"/>	<input type="checkbox"/>
b. fraud or the wrongful taking of property?	<input type="checkbox"/>	<input type="checkbox"/>
c. failure to supervise in connection with investment or insurance-related statutes, regulation, rules or industry standards of conduct?	<input type="checkbox"/>	<input type="checkbox"/>

BROKER AUTHORIZATION AND SIGNATURE

I acknowledge and agree that this Broker Data Sheet does not constitute a contract of any kind. I hereby authorize the Securian Financial Group company (hereinafter referred to as "the Company") that I have requested appointment with, and its authorized agents to investigate my background, references, character, past employment, education, criminal or police reports, including those mandated by both public and private organizations and all public records for the purpose of confirming the information contained on this application and/or obtaining other information which may be material to my qualifications for my appointment.

The Company is a Vector One subscriber. Accordingly, as part of the appointment process, the Company may query Vector One's secured web portal to determine if another Vector One subscriber has posted that you have a commission-related debit balance. If another Vector One subscriber has claimed you have a commission-related debit balance, the Company will take into account the information along with all other background data gathered before determining whether appointment will be approved.

I hereby consent to the Company obtaining such information from time to time, as the Company in its sole discretion, deems necessary. I further consent to the disclosure of the Broker Data Sheet and background information to government or regulatory agencies.

I hereby release the Company, its authorized agents and any person or entity which provides information pursuant to this authorization, from any and all liabilities, claims or lawsuits relating to the information obtained from any and all of the above referenced sources, or from the furnishing of the same.

I understand that I am obligated to immediately report any event that changes any of the information, in any manner, which I have provided on this application. I hereby certify that all of the information herein is accurate and complete. Finally, I acknowledge and agree that my appointment will, in part, be based on this Broker Data Sheet and background information, and any falsification, misrepresentation or omission of information from this form may result in the withholding or withdrawal of any offer of appointment or the revocation of appointment by the Company whenever discovered.

Broker signature X	Date
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BROKER/DEALER AUTHORIZATION AND SIGNATURE - For Supervised Indexed Life Products and all Variable Life Products

The undersigned officer of the Broker/Dealer verifies that a background investigation has been conducted on the named Registered Representative and that the findings of this investigation were favorable. A copy of the investigation will be made available to the Company upon written request.

The Broker/Dealer certifies that the named Registered Representative has Errors & Omissions coverage currently in force and that this coverage will be maintained as long as the Representative is affiliated with their firm.

The Broker/Dealer further attests that the Registered Representative has maintained high standards of integrity and professionalism in the conduct of his/her business, and will continue to do so when conducting business on behalf of the Company.

Printed name of authorized officer	Title
Signature of authorized officer X	Date
Broker/dealer name	Broker/dealer tax ID number
Broker/dealer selling agreement contact name	Telephone number

Broker Sales Contract (Fixed Products)

Minnesota Life Insurance Company - A Securian Company
400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

Section 1. AUTHORITY

Minnesota Life Insurance Company (We, Us, Our) hereby contracts with and agrees to appoint the individual or entity named on the signature page (You, Your) as a Broker. This Broker Sales Contract (Contract) is effective on the date We determine, as indicated herein.

1.1 You agree:

- (a) To solicit and procure applications for Our fixed products as listed on any commission schedule in effect and made a part of this Contract, but, in any state that requires appointment, You may not solicit an application for Our products before You are appointed by us in that state;
- (b) To remit all applications and any initial premiums promptly to the agency that executed a Request to Appoint form on your behalf (Agency) or as otherwise instructed by Us;
- (c) To deliver all issued products promptly to the contract owner in accordance with any delivery instructions;
- (d) To provide service to product owners of Our products;
- (e) To obtain and keep in good standing all appropriate licenses necessary to solicit applications as authorized under this Contract.

1.2 We agree to compensate You as provided in this Contract.

Section 2. COMPENSATION

2.1 COMMISSIONS

- (a) Your compensation consists of commissions on products You sell. We will pay commissions as We receive premiums in cash, subject to Our established practices in effect at the time We may pay commissions directly to You or to the broker-dealer with whom you are registered (Your Broker-Dealer) if so required by Your Broker-Dealer. It is Your responsibility to inform Us in writing if Your commissions must be paid to Your Broker-Dealer. Commissions paid to Your Broker-Dealer will be governed by agreements between Us and Your Broker-Dealer, and any such

payment will be Your Broker-Dealers sole responsibility. In all cases involving a dispute or questionable commission claim, Our decision shall be binding and conclusive. For income and other tax reporting purposes, We will report all income paid directly by Us to You under this Contract;

- (b) We will calculate compensation under this Contract according to the applicable Brokerage Commission Schedule in effect for you on the date compensation is to be first paid to You for a particular policy. The Brokerage Commission Schedule in effect on the date that compensation is first paid for a policy shall apply to all compensation paid on that policy throughout the life of the policy. Your initial Brokerage Commission Schedule is attached as Schedule 1. Whenever a new Brokerage Commission Schedule is issued, it will become a part of this Contract. Except as expressly stated in each new Brokerage Commission Schedule, the rates, schedules and other information in the new Brokerage Commission Schedule shall become effective during the first full calendar week following the issuance of the new Brokerage Commission Schedule. We will mail it to You at Your last known address, and You should file it with this Contract;
- (c) We will pay all compensation which is due you under this Contract on and after the date of your death, to the duly appointed representative of your estate; and

- (d) We have the right to refund any premiums paid on a policy if We believe this is proper where a policy is rescinded, canceled, or not accepted, or for any other reason We believe is proper. You agree to return to Us, when We ask for it, all earnings which We credited to You on any premiums which We refund.

2.2 COMPENSATION AFTER TERMINATION

Should either You or We terminate this Contract, compensation for products in force after termination will be payable as follows:

- (a) If You are terminated for reasons other than reasons that qualify as Prohibited Acts under paragraph 4.6(c), commissions as described in Section 2.1 will continue to be paid as if this Contract were still in force on products sold before termination by You. Notwithstanding the foregoing, if after Your termination You participate in the conduct described in paragraph 4.6(c)(1), 4.6(c)(4) or 4.6(c)(5), We, at Our option, may declare this Contract null and void, and all Your rights, benefits, and compensation (according to Section 2.1 COMMISSIONS) shall be forfeited;
- (b) If termination is with cause and You have done any of the Prohibited Acts as defined in Section 4.6(b), We, at Our option, may declare this Contract null and void, and all Your rights, benefits, and compensation from Us (according to Section 2.1 COMMISSIONS) shall be forfeited.

2.3 ADJUSTMENTS

- (a) RETURNED PREMIUMS. All compensation paid to You as provided in Section 2.1 under the applicable Brokerage Commission Schedule, on any premiums that are subsequently returned or otherwise not received by Us shall, upon Our demand, become a debt You owe to Us, payable according to paragraph 2.3(b) FIRST CLAIM ON EARNINGS; and
- (b) FIRST CLAIM ON EARNINGS. You agree to promptly repay all debts to Us, including reasonable interest as We determine. We have first claim on all of Your earnings earned through Us. This means that, as and when elected, We may keep all or any part of Your earnings to reduce any debt You owe Us. While We may release Your earnings while You owe Us a debt, this does not mean We have waived this right of first claim to Your earnings. We may make this claim whether Your earnings are due You, the representative of Your estate, Your heirs or Your assignees. Our claim also takes precedence over claims of Your creditors. All Your earnings We keep will be used to reduce the debt you owe Us.

Section 3. ETHICAL STANDARDS

We require You to pledge to conduct business according to the highest principles of honesty, integrity and pride, always putting the needs of the customer first:

- 3.1 To conduct a thorough interview to determine the customers needs and clearly disclose when products are being proposed as part of a sale presentation;
- 3.2 To ensure that the customer understands the costs and benefits of any product or proposal;
- 3.3 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, and of any features that could change over time;
- 3.4 To satisfy all state and federal disclosures, including requirements relating to compensation, recognizing that appropriate disclosures are one of Your fundamental duties when acting on behalf of Your customer; and
- 3.5 To treat all customers as You would want to be treated, and to maintain personal and professional conduct that enhances Your reputation and Our reputation.

Section4. GENERAL PROVISIONS

- 4.1 STATUS. You are not Our employee under this Contract. You are an independent contractor using Your own judgment and guidelines in performing under the terms of this Contract. We shall not determine the place or time that You perform Your duties as a broker under this Contract, and nothing contained in this Contract shall limit Your right to sell products on behalf of other insurance companies. You are responsible for paying all expenses You incur in carrying out the terms of the Contract. As a broker, You are not a full-time salesperson for Us. Therefore You are not eligible for any fringe benefit plans in which Your participation or Our contributions are in any way dependent on Your being considered a statutory or common law employee. We will not pay any social security or related taxes on Your commissions or other compensation.
- 4.2 ACTS NOT AUTHORIZED. Your authority extends no further than is specifically stated in this Contract and, except as expressly set forth herein, You shall have no power or authority

to act on Our behalf. Specifically, but not limited to the following, You are not authorized:

- (a) To offer for sale, in Our name, any products not included on the attached Brokerage Commission Schedule. However, this shall not affect Your ability to sell products on behalf of other insurance companies. The Brokerage Commission Schedule shall be amended by updates to the Brokerage Commission Schedule, without amending this Contract;
- (b) To make, alter, or discharge contracts in Our name, or guarantee any illustrations;
- (c) To incur any debt or liability for or against Us, institute any legal proceedings, or bind Us in any manner whatsoever;
- (d) To accept any money or property on Our behalf, except for first premiums on Our products;
- (e) 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, mailing or e-mailings) containing Our signature package (logo), referencing Us or Our products, or mentioning Our name unless (1) it has first been approved by Us in writing, and (2) a copy of the final version has been received by Our home office before it is used, and (3) it is used in accordance with any conditions and limitations of said approval.

4.3 FIDELITY BOND AND INDEMNITY AGREEMENT. You are not covered under Our fidelity bond. Notwithstanding any fidelity bond, You agree to indemnify and hold Us harmless against any damages or losses which We incurred as a result of Your actions or the actions of individuals working for You or on Your behalf.

4.4 ERRORS AND OMISSIONS INSURANCE COVERAGE. Before soliciting applications for Us, You agree to provide written proof to Us of Your errors and omissions insurance coverage, of a form and type of coverage and an amount satisfactory to Us. You agree that this coverage shall include You and Your applicable administrative staff. You further agree to keep this required insurance coverage in force and to provide Us periodic proof of

said coverage for as long as You are appointed by Us.

4.5 CLAIMS AGAINST YOU OR US. You agree to provide timely notice to Us and any applicable errors and omissions insurance carriers of any claim against Us, You, or any individual working for You or on Your behalf where said claim is in any way related to the sale of Our products. You agree to cooperate with these carriers. To the extent full coverage by any errors and omissions carriers is not extended to You, or individuals working for You or on Your behalf, or to Us, We have the right to defend said claim, and settle that claim, when We receive satisfactory proof of the merit of that claim. You will be liable to Us and agree to reimburse Us fully for any payments made and any related expenses incurred by Us in the defense and settlement of any such claim that We defend, pay or settle, including costs of counsel employed for such action.

4.6 TERMINATION. This Contract can be terminated either without cause or with cause.

(a) **Without Cause.** Your Contract can be terminated, without cause and without a reason being given, at any time by You or Us. The party who wants to terminate this Contract without cause must give 15 days written notice to the other party to the Contract. This Contract will terminate as of 11:59 p.m. on the 15th day following the date on which the notice was given. Upon mutual written agreement of the parties, the 15 day notice period may be waived.

(b) **With Cause.** Your Contract can be terminated for cause at any time by Us, in Our sole discretion. We must state the cause in writing to You. This Contract will terminate as soon as the written notice is given. Reasons may include, but are not limited to, Your failure: to maintain a necessary license; to comply with an insurance or securities law or regulation; to comply with Our rules or procedures; or to comply with a term of this Contract.

(c) **Forfeiture.** Except as otherwise provided by law, if (1) Your Contract is terminated for cause; and (2) You also do (or You cause or allow any individuals working for You or on Your behalf to do) any of the conduct listed below (the Prohibited

Acts), We, at Our option, may declare this Contract null and void, and all Your rights, benefits, and compensation from Us (according to Section 2.1 COMMISSIONS) shall be forfeited :

- (1) Withhold or misappropriate any funds, documents, or property belonging to an owner of one of Our products, or to a person whose application for a product has not been accepted by Us;
- (2) Knowingly provide false information on the applicants application;
- (3) Provide false information in Your application to contract with Us;
- (4) Induce any owner of one of Our products to lapse or surrender the product or replace it with another companys product without Our consent, whether or not applicable replacement laws or regulations have been followed;
- (5) Induce or attempt to induce one of Our agents to leave Us; or
- (6) Violate any state or federal insurance or securities law.

(d) Nothing herein shall affect Our right to assert any other claim, either in law or in equity, We may have or acquire against You.

(e) Termination of this Contract shall not affect Your obligation to repay any debt to Us or to account for and return all funds, products, training or sales material, and Our other property to Our satisfaction.

4.7 ASSIGNMENT. We are relying on Your specific abilities in the performance of the 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 You without Our prior written approval, which approval may be withheld in Our sole discretion.

4.8 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 partys right to subsequently exercise that right or enforce that provision.

4.9 AMENDMENT OF CONTRACT. We reserve the right to amend any part of this Contract by written notice to You at Your 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 products previously put in force, except by mutual written agreement. Neither this Contract nor any amendment to it shall bind Us unless signed by Our officer. We reserve the right to change or revise any part of the Brokerage Commission Schedule at any time, either unilaterally or at the direction of the Agency. The commission calculations stated in any Brokerage Commission Schedule, however, shall continue to apply until We provide You with such changed Brokerage Commission Schedule. Brokerage Commission Schedules shall be exempt from the officer signature and notice requirements.

4.10 GOVERNING LAW. This Contract is governed by the laws of the State of Minnesota.

4.11 ANTI-MONEY LAUNDERING. You shall comply with Our anti-money laundering policy, and, if requested, You shall assist in satisfying Our obligations under Our anti-money laundering policy.

4.12 ARBITRATION. All claims or controversies arising out of or relating to this Contract shall be settled by arbitration. This paragraph provides the exclusive remedy for any dispute that may arise between You and Us (but does not necessarily apply to any third party litigation that may involve You and/or Us) which the parties are not able to resolve in good faith. In the event of any unresolved dispute relating to this Contract, including but not limited to a dispute about the interpretation of this Contract or about Your claim to compensation, either party may demand arbitration, by giving written notice to the other party. The party initiating the arbitration (Claimant) shall give written demand (Demand) to the other party (Respondent), by certified or registered mail, return receipt requested. Any notice given under this provision to You shall be at Your last known address and to Us shall be to the General Counsel at our home office located at 400 Robert St. N., St. Paul, MN 55101. The parties agree that the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of the Demand shall apply to the arbitration procedure, including the selection of a panel of three arbitrators. The arbitrators shall have the authority to determine all disputes, including the applicability of arbitration to the dispute. The

award in writing shall be made within sixty (60) days after the appointment of the third arbitrator. The arbitrators may award compensatory damages, plus interest, and specific performance. The award of the arbitrator panel shall be final and binding on all parties. Judgment upon the award may be entered in any court having jurisdiction. No demand for arbitration under this section, and no claim under this Contract, may be made after the date when such dispute would be barred by the applicable statute of limitations. Each party shall bear its own costs and expenses. Any arbitration arising between the parties with respect to this Contract shall be conducted in St. Paul, Minnesota.

4.13 JURISDICTION. We may make such changes and decisions as We deem advisable in the conduct of Our business, including but not limited to discontinuance of any policy form or withdrawal of product sales from any jurisdiction, and We shall incur no liability to You by reason of doing so.

4.14 EXHIBITS & SCHEDULES. The Exhibits and the Schedules to this Contract that are specifically referred to herein are a part of this Contract as if fully set forth herein. All references herein to Articles, Sections, subsections, paragraphs, subparagraphs, clauses, Exhibits and Schedules shall be deemed references to such parts of this Contract, unless the context shall otherwise require. Any fact or item disclosed on any Schedule to this Contract shall be deemed disclosed on all other Schedules to this Contract to which such fact or item may apply.

4.15 SURVIVAL. The provisions of Sections 2.2, 2.3, 4.6, 4.12, 5, 6, and 7 shall survive a termination of this Contract.

Section 5. MAINTAINING CONFIDENTIALITY OF PERSONAL INFORMATION

We are committed to safeguarding the privacy of Our customers and We are dedicated to maintaining the confidentiality of their personal information. In the course of Your duties under this Contract, You may obtain personal information about Our customers and consumers. We require You to maintain the confidentiality of such personal information and to abide by all applicable federal and state privacy laws. You shall not use or disclose any such personal information You obtain in the course of Your duties under this Contract for any purpose unrelated to Your duties under this Contract. You shall not disclose such personal information to third parties without prior written consent of Us or the customer or consumer. You shall not, under any

circumstances, use or disclose such personal information for Your own purpose, such as selling personal information to third parties. You shall also implement reasonable safeguards to protect such personal information from unauthorized or inadvertent use or disclosure. We reserve the right to periodically audit Your privacy practices and procedures to ensure compliance with federal and state laws and with Our corporate privacy policy. You shall immediately notify us of any breach or potential breach of the security of confidential personal information of Our customers and consumers.

Section 6. BUSINESS ASSOCIATE AGREEMENT

This provision shall be effective with respect to the use of information which is protected health information within the meaning of the Health Insurance Portability and Accountability Act and its implementing regulations at 45 C.F.R. parts 160 and 164 (the Federal Health Privacy Rules) and shall be applicable notwithstanding any conflicting provisions of this Contract.

You are, or may be deemed to be Our business associate, as that term business associate is defined under the Federal Health Privacy Rules. The capitalized terms used in this Section 6 shall have the meanings provided for in the Federal Health Privacy Rules where not defined herein. References to the Federal Health Privacy Rules shall mean as enacted and shall include any later amendments, deletions or revisions.

6.1 YOUR HIPAA OBLIGATIONS

- (a) You shall only use or disclose the Protected Health Information: (A) as set forth in and in accordance with this Agreement provided that such uses or disclosures are not inconsistent with the Federal Privacy Rules; (B) as required by law; and (C) as expressly provided for in this Sub Section 6.1(a). The term required by law shall have the same meaning as the term required by law in 45 CFR Section 164.501. The term the Protected Health Information shall have the same meaning as it has in 45 CFR Section 164.501 of the Federal Health Privacy Rules but only with respect to the information created or received by You from or on behalf of Us. You hereby represent that any Protected Health Information You shall require from Us shall be the minimum necessary, as defined by the Federal Health Privacy

Rules, for Your stated purposes under this Contract and acknowledge that We will rely upon such representation with respect to any request for Protected Health Information from You. You may use the Protected Health Information:

- (i) for the proper management and administration of Our products with Agency and Us;
 - (ii) to carry out Your legal responsibilities, provided that 1) the disclosure is required [or authorized] by law; or 2) You obtain reasonable assurance from a third person to whom the Protected Health Information is disclosed that such Protected Health Information will remain confidential, be used or further disclosed only as required by law or for the reasons it was disclosed to the third person, and the third person notifies You of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached;
- (b) You shall use appropriate safeguards to prevent use of disclosure of the Protected Health Information other than as provided herein and, upon Our request, from time to time, provide information to Us about such safeguards;
- (c) You shall, within fourteen (14) days of becoming aware of any use or disclosure of the Protected Health Information not provided for herein by You or those working on Your behalf, report such use or disclosure to Us;
- (d) You shall obtain and maintain an agreement with any agent or subcontractor, to whom You provides any of the Protected Health Information or that will create any Protected Health Information on Our behalf or Your behalf pursuant to which the agent or subcontractor agrees to the same restrictions, terms and conditions that apply to You with respect to the Protected Health Information pursuant to this Contract;
- (e) Within ten (10) days of a request by Us, You shall, in the manner designated by Us, make available to Us, or as directed by Us, to an individual, such portions of the Protected Health Information which We believe to be within the Designated

Record Set so as to permit Company to comply with Section 164.524 of the Federal Health Privacy Rules. In the event any Individual requests access to the Protected Health Information directly from You, You shall, within two (2) days forward such request to Us. Any denials of access to the Protected Health Information requested shall be Our responsibility;

- (f) Within ten (10) days of a request by Us for the amendment of an Individual's Protected Health Information within the Individual's Designated Record Set, You shall make available the Protected Health Information for amendment by Us and shall incorporate any amendments to the Protected Health Information in the Individual's Designated Record Set held by You so as to permit Company to comply with Section 164.526 of the Federal Health Privacy Rules. In the event any Individual submits a request for an amendment to his/her Designated Record Set directly to you, You shall, within two (2) days forward such request to Us. Any denials of requests for amendment to the Designated Record Set shall be Our responsibility.
- (g) Within ten (10) days of electronic notice You by Us that We have received a request for an accounting of disclosures of the Protected Health Information You shall notify Us of disclosures (if any) made: for public health purposes, regarding abuse, neglect or domestic violence; to a health oversight agency; in the course of a judicial or administrative proceeding; for law enforcement purposes; to coroners, to medical examiners and funeral directors, to organ procurement organizations; for research; as required by law; to prevent a serious harm to health or safety, to military and veterans officials, or for workers compensation purposes. In each case You shall provide at least the following information with respect to each such disclosure: (A) the date of the disclosure; (B) the name of the entity or person who received the Protected Health Information; (C) a brief description of the Protected Health Information disclosed; and (D) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. You agree to implement an appropriate record-keeping process to

enable it to comply with the requirements of this subsection;

- (h) You shall notify Us within five (5) business days of Your receipt of any request or subpoena for the Protected Health Information. To the extent that We decide to assume responsibility for challenging the validity of such request, You agree to cooperate fully with Us in such a challenge. You shall make Your internal practices, books, and records relating to the use and disclosure of the Protected Health Information, available to Us and to the Secretary of Health and Human Services (the Secretary), in a time and manner designated by Us or the Secretary, for purposes of determining Our compliance with the Federal Health Privacy Rules;
- (i) You agree to mitigate, to the extent practicable, any harmful effect that is known to You of a use of disclosure of the Protected Health Information in violation of the requirements of this Contract;
- (j) You acknowledge that the disclosure of any portion of the Protected Health Information may cause irreparable injury to Us and damages, which may be difficult to ascertain. Therefore, We shall, upon a disclosure or threatened disclosure of any of the Protected Health Information, be entitled to injunctive relief to protect and recover the Protected Health Information and You shall not object to the entry of an injunction or other equitable relief against You on the basis of an adequate remedy at law, lack of irreparable harm or any other reason. This provision shall not in any way limit such other remedies as may be available to Us at law or in equity;
- (k) You, at Your own expense, shall indemnify and hold Us harmless, Our subsidiaries, affiliates and assignees, and their directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt, loss or liability, including attorneys fees, to the extent based upon a claim that any action or omission by You breaches any of Your obligations, representations or warranties under this Contract. This provision shall not in any way limit any other indemnification that may be provided for in this Contract.

Section 7. HIPAA SECURITY

You agree that the following provisions shall also govern the use of information subject to this Contract that is protected health information within the meaning of the Health Insurance Portability and Accountability Act and its implementing regulations at 45 C. F. R. parts 160 and 164 (the Federal Health Privacy Rules) and shall be applicable notwithstanding conflicting provisions of this Contract.

You are, or may be deemed a Business Associate of Company, as the term Business Associate is defined under the Federal Health Privacy Rules. The capitalized terms used herein shall have the meanings provided for in the Federal Health Privacy Rules where not defined herein. References to the Federal Health Privacy Rules shall mean as enacted and shall include any later amendments, deletions, or revisions.

You shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that You create, receive, maintain, or transmit on Our behalf, such safeguards to be consistent with the safeguards described in the Federal Health Privacy Rules at section 164.306 through 164.310, and, upon Our request, from time to time, shall provide information to Us about such safeguards.

You shall, within fourteen (14) days of becoming aware of any Security Incident, by You or those working on your behalf report such Security Incident to Us in writing.

You shall ensure that You and those working on Your behalf to whom You provide any Protected Health Information or that will create any Protected Health Information agrees in writing to implement and maintain reasonable and appropriate safeguards to protect such information, such safeguards to be consistent with the safeguards described in the Federal Health Privacy Rules at sections 164.306 through 164.310.

You and We must sign two copies of the contract before it goes into effect.

BROKER

Your appointment as a Broker and the terms of this Contract are accepted by You.

Name (please print)

Signature X	Date
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MINNESOTA LIFE INSURANCE COMPANY

We approve and accept Your appointment as a Broker and the terms of this Contract.

Officer signature

X Title	Date
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Broker Authorization for Automatic Deposit(s) to Checking Account (EFT)

Minnesota Life Insurance Company - Securian Life Insurance Company
 Securian Financial Group Companies
 Life Policy Administration • 400 Robert Street North • St. Paul, Minnesota 55101-2098

Route To: A3-6503

BROKER AND CHECKING ACCOUNT NAME

Broker name

Name on checking account

SSN or TIN

If broker name and name on checking account are different, the checking account name is for

- Sole Proprietorship (no additional form needed)
 Corporation (assignment of commission form is needed)

CHECKING ACCOUNT INFORMATION

New Change

Financial institution name (depository)

Account number

ABA routing number

Address (include street, city, state, zip code)

Telephone number (financial inst.)

A VOIDED CHECK IS REQUIRED FOR EACH ACCOUNT

AUTHORIZATION AND CERTIFICATION:

I authorize Minnesota Life Insurance Company, Inc. (ML) or Securian Life Insurance Company (SL), to initiate deposits (credit entries) and, if necessary, to initiate debit entries and adjustments for any deposits (credit entries) made in error to my account(s) indicated above. I authorize the financial institution (DEPOSITORY) named above to credit and/or debit such entries and/or make adjustments to my account. This authorization is to remain in full force and effect until ML/SL has received written notification from me of its termination in such time and manner as to afford ML/SL and DEPOSITORY a reasonable opportunity to act on it, or until such time as ML/SL terminates this method of payment. I certify that there are no other beneficial interests in my personal checking account other than my spouse.

I certify, that if I operate as a sole-proprietorship, either my personal checking account is in my individual name and Social Security number, or I have obtained a Federal Employment Identification Number (FEIN/TEIN) for my sole-proprietorship that is different than my Social Security number. The checking account for my sole-proprietorship is in my "Doing Business As" (DBA) name and my sole-proprietorship's FEIN/TEIN if applicable.

Signature of payee

Date (month/day/year)

X

Note: If DBA changes, you will need to complete and send a new EFT form along with a new voided check to Minnesota Life.

Assignment of Commissions on Fixed Products

Minnesota Life Insurance Company, a Securian Financial Group affiliate
400 Robert Street North • St. Paul, Minnesota 55101-2098

MINNESOTA LIFE

For value received, I, _____, do hereby assign unto
(Print Name of Broker/Assignor)

_____, any and
(Print Name and Address of Assignee) (Assignee Tax ID Number)

all first year and renewal commissions now due me or hereafter to become due under the terms and provisions of my Broker Sales Contract with Minnesota Life Insurance Company (hereinafter "Minnesota Life") dated _____ and all supplements and amendments, if any (hereinafter the "Contract").

Payment of said commission to the Assignee shall discharge Minnesota Life from all liability to the Assignor for the payment of such commissions to the same extent as if payment had been made directly to the Assignor. I agree to indemnify and hold harmless Minnesota Life for any and all liability Minnesota Life may incur because of this Assignment.

I understand that Minnesota Life Insurance Company shall not be held to waive its rights to offset at any time against any amounts due under the Contract the amount of any debts owed by the broker to Minnesota Life Insurance Company irrespective of when such debts are incurred; nor shall Minnesota Life Insurance Company be held to waive any claims which it may otherwise have under the Contract.

This Assignment shall apply to any fixed policies placed by me with Minnesota Life while employed by Assignee, and it is irrevocable without the written consent of Assignee. The effective date of this Assignment must be a current or future date and will only apply to commissions that become due and payable under the Contract after the effective date.

Effective _____, _____ (____ - ____)
Date Broker's Name Code

X

Broker Signature

Date of Execution of Agreement

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number
+

or

Employer identification number
+

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

