Broker Data Sheet

Securian Life Insurance Company
Minnesota Life Insurance Company
Central Licensing • 400 Robert Street North, St. Paul, MN 55101-2098
Fax 651-665-7256

securian FINANCIAL®

Product Information - please indicate the line(s) of business you are requesting appointment for:

☒ Life ☐ Annuity

Note: Entity (firm or broker-dealer) must have applicable selling agreement with Minnesota Life or Securian Life.

Broker Information (full legal name as it appears on your insurance license)

First name	Middle name	Last name	Suffix

Date of birth (mm/dd/yyyy)	Social Security number	Email address (for confidential information)

Apt/suite/P.O. box	Apt/suite/P.O. box
Residential street address	Business street address

City	State	Zip code	City	State	Zip code

Preferred telephone number	Fax number

Long Term Care

Will you be selling our long term care products?

☒ Yes ☐ No

If yes, please list state(s) where you will sell and remember to include copies of your initial or refresher training LTC certificates: _____

ATTENTION BROKERS LOCATED IN NEW YORK

In order to conduct Minnesota Life business outside of the state of New York, you must also have a business address outside of New York. If you plan on doing business in any other state and have not already provided your non-New York business address, please provide it in the space below.

Business street address	City	State	Zip code	Telephone number

Errors and Omissions Insurance Information

Carrier name	Policy number	Minimum coverage amount ($1,000,000 required)
Marsh USA Inc.	7042-9045	$10,000,000

Effective date (mm/dd/yyyy)	Expiration date (mm/dd/yyyy)	Company contact
07/01/2024	07/01/2025	Jennifer Normann

☒ By checking this box, applicant certifies that the E&O information provided above is true and accurate

Broker-Dealer Information

Are you currently associated with a broker-dealer?	Individual CRD number
☒ Yes ☐ No	

If yes, provide broker-dealer full name

Fifth Third Securities

If yes, does your broker-dealer supervise INDEXED LIFE product sales?

☒ Yes ☐ No This question MUST be answered before your appointment will be processed.

Securian Financial is the marketing name for Securian Life Insurance Company and Minnesota Life Insurance Company. Insurance products are issued by Minnesota Life Insurance Company or Securian Life Insurance Company, a New York authorized insurer. Minnesota Life is not an authorized New York insurer and does not do insurance business in New York. Both companies are headquartered in St. Paul, MN. Product availability and features may vary by state. Each insurer is solely responsible for the financial obligations under the policies or contracts it issues.

Important Note: Failure to accurately respond to the declarations below will be taken into consideration when assessing your application and may lead to the declination of your appointment request. Please be sure to carefully review your responses before submitting this form.

Broker Declaration

If you answer "Yes" to any questions, give full details, including all relevant information under explanation. Use additional paper if necessary and attach any 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?	☐	☐
b. ever been charged with, indicted for, convicted of or pled guilty or nolo contendre to any felony or misdemeanor other than a minor traffic offense?	☐	☐
2. Do you have any unsatisfied judgments, garnishments, collections or liens against you?	☐	☐
3. Has a bonding or surety company denied, ever paid out on, or revoked a bond for you?	☐	☐
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?	☐	☐
5. Has any state or federal regulatory agency, legal body or self-regulating authority:		
a. ever sanctioned, censured, penalized or otherwise disciplined you?	☐	☐
b. ever filed a complaint against you?	☐	☐
6. Have you ever been or are you currently party to an insurance or investment related consumer initiated complaint or proceeding?	☐	☐
7. Have you ever been or are you currently involved with, or party to:		
a. any litigation?	☐	☐
b. the subject of any investigation?	☐	☐
8. Have you ever been discharged or permitted to resign?	☐	☐
If YES, please state the reason: _____		

Explanation: _____

_____

_____

_____

California Consumer Privacy Act Collection of Personal Information Notice

Securian may collect and disclose the following types of personal information:

- Identifiers such as name, address, IP address, and Social Security number
- Information that identifies, relates to, describes, or is capable of being associated with or describes a particular individual such signatures, physical characteristics, and financial information
- Characteristics of protected classifications under California or federal law such as sex, age, or military or veteran status
- Commercial information such as records of services purchased
- Biometric information
- Internet or other electronic network activity information
- Geolocation data
- Audio, electronic, visual, thermal, olfactory, or similar information
- Professional or employment related information
- Education information
- Inferences drawn from personal information used to create a profile

Securian collects personal information for business uses including:

- Providing, administering, and marketing financial services
- Reviewing and improving our business practices and results
- Determining how to serve our customers and partners better
- Staying in contact with individuals
- Evaluating and reaching out to prospective employees and business partners
- Analyzing activities and use features on our websites
- Detecting and preventing fraud and misuse
- Ensuring Securian meets its legal obligations
- Providing access to Securian facilities and systems

You can find more information about our privacy policies at https://www.securian.com/privacy-notices.html.

Debit-Check Agent/Agency Authorization

Vector One Operations, LLC dba Vector One (collectively with its affiliates, "Vector One") manages the secured web portal interactive computer service provided by Debit-Check.com, LLC ("Debit-Check"). This Debit-Check Agent/ Agency Authorization form is by and among the undersigned ("you", "me", "I" or "my"), Vector One, and the Company (as defined below) and is used by Debit-Check subscribers who desire to be granted authorization from you for the submission and/or receipt of your personal information to the Debit-Check service as necessary to conduct a commission related debit balance screening. Minnesota Life/Securian Life and its affiliates and authorized third parties (collectively, the "Company") is a Debit-Check subscriber. Accordingly, as part of the contracting and appointment process or determination of eligibility for advancement of commissions, the Company may conduct a commission related debit balance screening via Debit-Check in order to determine your eligibility and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company.

Access to Debit-Check Information: You can obtain your commission related debit balance information by contacting the Vector One Agent Hotline at (800) 860-6546.

Agent/Agency's Statement - read carefully

The Company is hereby authorized to obtain and conduct a commission related debit balance screening through Vector One's Debit-Check secured web portal to determine if another Debit-Check subscriber has posted that I have an outstanding commission related debit balance. I understand that the Company may consider the results of the commission related debit balance screening in order to determine my eligibility to be contracted and appointed or determine my eligibility for advancement of commissions as an insurance producer and may continue to conduct periodic commission related debit balance screenings as determined in the Company's sole discretion following the engagement of any employment, appointment, contract, tenure, or other relationship with the Company. I understand and acknowledge that the Company may obtain commission related debit balance information through Debit-Check as state law allows. I understand that my information, including my name and social security number ("My Information") may be used for the purpose of obtaining and conducting a commission related debit balance screening. I further understand that in the event of termination or expiration of my employment, appointment, contract, tenure, or other relationship with the Company, whether voluntary or involuntary, if a commission related debit balance is owed to the Company, the Company may post My Information to the Debit-Check service which may be accessed by Debit-Check subscribers until such time the debit balance is satisfied or otherwise removed.

Release Authorization and Fair Credit Reporting Act Disclosure (for contract and appointment purposes)

The applicant for appointment acknowledges that this company may now, or at any time while contracted, verify information within the application, resume or contract for employment. In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the adverse decision, we will provide to you a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act,15 U.S.C. § 1681 et seq.

Please be advised that we may also obtain an investigative consumer report including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your present and previous employers or references supplied by you. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the information requested.

Additional information concerning the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., is available at the Federal Trade Commission's web site (http://www.ftc.gov).

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.

By signing below, I hereby authorize all entities having information about me, including present and former employers, personal references, criminal justice agencies, departments of motor vehicles, schools, licensing agencies, and credit reporting agencies, to release such information to the company or any of its affiliates or carriers. I acknowledge and agree that this Release and Authorization shall remain valid and in effect during the term of my contract.

Applicant Authorization/Signature		
Print name of broker	Signature of broker **X**	Date (mm/dd/yyyy)

For Maine and New York Applicants Only
Upon request, you will be informed whether or not a consumer report was requested, and if such a report was requested, the name and address of the consumer reporting agency furnishing the report.
Maine residents will be provided a copy of your rights under the Maine Fair Credit Reporting Act.

For Washington Applicants Only
The consumer reporting agency which furnished the report is Business Information Group, P.O. Box 541, Southampton, PA, 18966; for consumer compliance officer contact 800-260-1680.

For California, Minnesota, and Oklahoma Applicants Only
A consumer credit report will be obtained through Business Information Group, P.O. Box 541, Southampton, PA, 18966.

If a consumer credit report is obtained, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy. Yes _____ (initials) No _____ (initials)

If an investigative consumer report and/or consumer report is processed, I understand that I am entitled to receive a copy. I have indicated below whether I would like a copy. Yes _____ (initials) No _____ (initials)

***California applicants:** If you chose to receive a copy of the consumer report, it will be sent within three (3) days of the employer receiving a copy of the consumer report and you will receive a copy of the investigative consumer report within seven (7) days of the employer's receipt of the report.

Para información en español, visite www.consumerfinance.gov/learnmore o escribe al Consumer Financial Protection Bureau, 1700 G Street N. W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

  In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-567-8688.

- The following FCRA right applies with respect to nationwide consumer reporting agencies:

  CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

  You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

  As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

  A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or in some cases a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

Type of Business	Contact
1. a. Banks, savings associations, and credit unions with total assets of over $10 billion and their affiliates. b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552 b. Federal Trade Commission: Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks. b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations. d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052 b. Federal Reserve Consumer Help center P.O. Box 1200 Minneapolis, MN 55480 c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314

Type of Business	Contact
3. Air carriers	Assistant General Counsel for Office of Aviation Consumer Protection Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street SW Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Division Regional Office
6. Small Business Investment Companies	Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street SW, Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street NE Washington, DC 20549
8. Institutions that are members of the Farm Credit System	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357

Business Information Group, Inc.
A Vertical Screen® Company
Attn: Consumer Disclosure P.O. Box 541, Southampton, PA 18966
Toll-free phone - 800-260-1680

Broker Sales Contract
(Fixed Products)

Minnesota Life Insurance Company - a Securian Financial company
400 Robert Street North, St. Paul, MN 55101-2098

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.
(f) To promote Us or Our products by using only marketing materials that are approved by Us. For purposes of this provision, "marketing materials" means all written, and pictorial materials designed to reach the public (including but not limited to brochures, newsletters, letters, presentations, proposals, web pages, phone scripts, illustrations, business cards, letterhead, mailing or e-mailings) which contain Our signature package (logo), reference Us or Our products, or mention Our name.
(g) To comply with all other applicable state and federal laws and the rules and regulations of governmental or regulatory agencies affecting or governing the sale of Our products and with all applicable rules, policies and administrative procedures of Ours.

1.2 You acknowledge that You have been provided with access to a copy of Our Policies and Procedures Guide which we may amend from time to time and which can be found at https://www.securian.com/products-services/financial-professionals/sell-our-products/producers-policies-procedures.html. You agree to abide by our Policies and Procedures.

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

1.4 Under no circumstances shall We have any responsibility as a "fiduciary" under the Employee Retirement Income Security Act ("ERISA"), except solely to the extent We are deemed to have acted in a fiduciary capacity under ERISA or any applicable regulations, such that (i) the specific responsibility at issue is imposed directly and exclusively on Us or (ii) relief from such responsibility would be prohibited under ERISA Section 410.

1.5 To the extent We maintain a suitability supervision system, it is for the purposes of complying with the laws, rules and regulations adopted by states and their state insurance regulatory authorities relating to the suitability of recommendations of annuity and insurance transactions and not for any other purpose.

1.6 You agree that none of the marketing materials We provide to You are intended or designed to satisfy any disclosure provisions that may apply to Your obligations under federal or state laws and regulations.

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-Dealer's 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 the amount of 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 calculate the amount of 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. Terms and conditions regarding compensation chargebacks or the timing for payment of compensation will be subject to the current Brokerage Commission Schedule at the time compensation payments are due to You. We will either communicate it to You or post it on Our website accessible to You;

(c) Nothing in Schedule 1 or otherwise in this Contract shall be construed as requiring Us to pay compensation in an amount or manner, or to a person or entity, that would be inconsistent with ERISA or any such rules or regulations;

(d) 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

(e) We have the right to refund any premiums paid on a policy if We believe this is proper where a policy is rescinded, cancelled, 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(c), 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. You agree to return compensation You received for cases where sections 4.6(c)(1) or (2) are violated and we have terminated Your contract for cause.

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 customer's 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.

Section 4. 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 and pictorial materials designed to reach the public, including but not limited to brochures, newsletters, letters, presentations, proposals, 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 violations of applicable federal or state laws and regulations, including, but not limited to, violations of ERISA, the IRC, or violations of our policies and procedures.by You or 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, Providing Us or encouraging an applicant to provide us with information in the application that You know is false, Your failure: to maintain a necessary license; to comply with any federal or state laws or regulations; to comply with Our rules or procedures; to make suitable arrangements to repay a debt payable to Us, 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 applicant's 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 company's 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 law, rules or regulation applicable to the sale of Our products. You agree to return compensation You received for cases where clauses (1) or (2) above are violated and we have terminated Your contract for cause.

(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 party's 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 upon notice to You. Any amendment will be effective thirty days from the communication of such amendment, 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 unilateral right to change or revise any part of the Brokerage Commission Schedule at any time. The commission calculations stated in any Brokerage Commission Schedule, however, shall continue to apply until We communicate changes to You or post them on Our website accessible to You. 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. Any litigation arising between the parties with respect to this Contract shall be conducted in Ramsey County, 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 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.

4.13 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.

4.14 SURVIVAL. The provisions of Sections 2.2, 2.3, 4.6, 4.14, 5, 6, and 7 shall survive a termination of this Contract.

Section 5. MAINTAINING CONFIDENTIALITY OF PERSONAL INFORMATION

All capitalized terms used in this section and not otherwise defined shall have the meanings set forth in regulations issued pursuant to Section 504 of the Gramm-Leach-Bliley Act (15 U.S.C. 6801 et.seq). In connection with Your performance under this Contract, You may have access to Nonpublic Personal Information concerning Our customers (Customer Information). With respect to Customer Information You agree as follows:

5.1 Nonpublic Personal Information that You acquire in connection with Your performance under this Contract is and remains Our property.

5.2 You are not authorized to use or disclose Customer Information for any purpose other than to fulfill Your obligations under this Contract. However, You may disclose Customer Information (a) to employees of Minnesota Life, (b) to Your employees, subcontractors and agents who have a business need for access, (c) as authorized by Us in writing, and (d) as required by law or court order. You will notify Us promptly upon becoming aware of any such court order, and will cooperate with Us in contesting such order.

5.3 You shall store Customer Information in a secure manner and shall use the same degree of care to prevent unauthorized and improper disclosure, as You use in protecting Your own confidential information.

5.4 You agree and represent that You have implemented appropriate measures designed to:

(a) Ensure the security and confidentiality of Customer Information;
(b) Protect against any anticipated threats or hazards to the security or integrity of the information; and
(c) Protect against unauthorized access to or use of the information that could result in substantial harm or inconvenience to any Minnesota Life customer.

5.5 You agree to promptly notify Us if You, (a) receive any type of complaint or notice concerning violation of privacy rights, or (b) becomes aware of any unauthorized disclosure, acquisition or use of Customer Information. You shall cooperate with Us in investigating and responding to such incidents.

5.6 You agree to indemnify us for any and all claims, fines, damages and costs, including attorneys' fees, which may be incurred or assessed against Us as a result of breach of Your obligation of confidentiality.

5.7 Your obligation to maintain the security and confidentiality of Our Customer Information and to comply with the provisions of the Gramm-Leach-Bliley Act shall survive termination of Your relationship with Minnesota Life.

5.8 We shall have the right to audit You for compliance with the provisions of this Section.

Section 6. MASSACHUSETTS DATA SECURITY LAW

In connection with Your performance under this Contract, You may have access to Personal Information as that term is defined in Massachusetts Regulation 201 CMR 17.02. As required by 201 CMR 17:00: Standards for the Protection of Personal Information of Residents of the Commonwealth, You shall implement and maintain appropriate security measures for Personal Information.

Section 7. HIPAA BUSINESS ASSOCIATE AGREEMENT

In connection with Your performance under this Contract, You are or may be deemed to be our Business Associate. Business Associates, on behalf of Covered Entity, perform or assist in the performance of functions and activities that may involve the use and disclosure of Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Parts 160 and 164 ("Privacy Regulations"). This Agreement 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").

7.1 Definitions as applied to this Section (Any prospective amendment to the laws referenced in this definitional section prospectively amend this agreement to incorporate said changes by Congressional act or by regulation of the Secretary of HHS.)

(a) Breach. "Breach" has the same meaning as this term has in §13400 of the HITECH Act.

(b) Business Associate. "Business Associate" shall mean You.

(c) Covered Entity. "Covered Entity" shall mean Minnesota Life Insurance Company.

(d) Designated Record Set. "Designated Record Set" has the same meaning as this term has in 45 CFR §164.501.

(e) Electronic Protected Health Information. "Electronic Protected Health Information" means Protected Health Information that is maintained in or transmitted by electronic media.

(f) Electronic Health Record. "Electronic Health Record" shall have the meaning given to such term in the HITECH Act.

(g) Individual. "Individual" has the same meaning as this term has in 45 CFR §164.501.

(h) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act.

(i) Protected Health Information. "Protected Health Information" (or "PHI") has the same meaning as this term has in 45 CFR §160.103 (as amended by the HITECH Act), limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes Electronic Protected Health Information.

(j) Required By Law. "Required By Law" has the same meaning as this term has in 45 CFR §164.501.

(k) Secretary. "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designate.

(l) Security Rule. "Security Rule" means the Security Standards for Protection of Personal Health Information promulgated by the Secretary in Title 45 C.F.R.

(m) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information (PHI) that is not secured through the use of a technology or methodology specified by the Secretary in regulations or as otherwise defined in the §13402(h) of the HITECH Act.

7.2 Obligations of Business Associate

(a) Permitted Uses and Disclosures. Business Associate agrees not to use or disclose PHI except for the performance of the Business Associate's obligations under the Agreement pursuant to which Business Associate performs services for Covered Entity.

(b) Minimum Necessary. Business Associate (and its agents or subcontractors) shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

(c) Specific Use or Disclosure. Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity and as permitted or required by this Agreement or the Privacy Regulations.

Business Associate may use or disclose PHI for the proper management and administration of its business or to carry out its legal responsibilities.

Business Associate may disclose PHI for the proper management and administration of its business, if (i.) the disclosures are Required by Law, or (ii.) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to such person, and the person will notify the Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.

Business Associate may use PHI to provide Data Aggregation services to Covered Entity.

(d) Prohibited Uses and Disclosures. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used or disclosed by Covered Entity.

(e) Appropriate Safeguards. Business Associate shall implement appropriate safeguards as necessary to prevent the use or disclosure of PHI otherwise than as permitted by the Agreement pursuant to which Business Associate performs services for Covered Entity or under this Business Associate Agreement, including but not limited to, administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. Business Associate shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. Section 164.316.

(f) Reporting Improper Access, Use or Disclosure. Business Associate shall report to Covered Entity in writing any access, use or disclosure of PHI not permitted by the Agreement pursuant to which Business Associate performs services for Covered Entity, or this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery.

(g) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI held by Business Associate in violation of the requirements of this Agreement.

(h) Business Associate's Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to PHI.

(i) Access to PHI. Business Associate agrees, at the request of Covered Entity, to provide Covered Entity (or a designate of Covered Entity) access to PHI in a Designated Record Set in prompt commercially reasonable manner in order to meet the requirements under 45 CFR §164.524.

(j) Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, in a prompt and commercially reasonable manner.

(k) Accounting Rights. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Business Associate agrees to provide to Covered Entity or an Individual, in a prompt commercially reasonable manner, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528.

(l) Compliance with HITECH Standards. Notwithstanding any other provision in this Agreement to the contrary, Business Associate shall, pursuant to the HITECH Act, comply with all applicable requirements of the Privacy Rule and applicable requirements of the Security Rule.

(m) Governmental Access to Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (including official representatives of the Secretary), in a prompt commercially reasonable manner for purposes of determining Covered Entity's compliance with the Privacy Rule.

(n) Data Ownership. Business Associate acknowledges that Business Associate has no ownership rights with respect to PHI.

(o) Notification of Breach. During the term of the Contract, Business Associate shall notify Covered Entity within 10 days of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which Business Associate becomes aware.

(p) Audit and Inspection. Business Associate shall, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures relating to the use or disclosure of PHI and for safeguarding PHI.

7.3 Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may: (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach within the time specified by Covered Entity; (ii) immediately terminate this Agreement; or (iii) Covered Entity shall report the violation to the Secretary.

7.4 Except as provided below, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon notification to Covered Entity that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7.5 If state law applicable to the relationship between Business Associate and Covered Entity contains additional or more stringent requirements than federal law for Business Associates regarding any aspect of PHI privacy, then Business Associate agrees to comply with the higher standard contained in applicable state law.

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

Minnesota Life Insurance Company

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

Officer signature
X

Title	Date

Schedule 1: Brokerage Commission Schedule

Irrevocable Assignment of Broker Commissions on Fixed Products

securian FINANCIAL®

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

This Irrevocable Assignment of Broker Commissions on Fixed Products ("Assignment") may only be effective on a future date approved by the Company ("Effective Date"). The Assignment shall continue in force until Minnesota Life Insurance Company or Securian Life Insurance Company (collectively "the Company"): (1) receives written notice of its termination from Assignor; or (2) terminates Assignor's Fixed Product Broker Agreement with the Company (the "Termination Date").

For fixed contracts or policies that are issued after the Effective Date, but prior to the Termination Date, the individual broker named in the signature section below, for value received, hereby irrevocably assigns to:

Name of assignee	TIN (tax identification number)
Fifth Third Insurance Agency Inc	XXXXX-2942

Mailing address (city, state, zip code)
38 Fountain Square Plaza, Cincinnati, OH 45263

Name of principal of assignee	SSN (of principal)
Anupama G. Ortiz	

Email address of principal of assignee
anupama.guptaortiz@53.com

any and all commissions now due Assignor or hereafter to become due under the terms and provisions of Assignor's Fixed Product Broker Agreement with the Company, all supplements and amendments, if any (hereinafter the "Contract").

Payment of said commission to the Assignee shall discharge the Company 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. Assignor represents and warrants that Assignee holds all applicable licenses necessary to receive such compensation. Assignor agrees to indemnify and hold the Company harmless from any and all liability the Company may incur because of this Assignment.

Assignor understands that the 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 Assignor to the Company, irrespective of when such debts are incurred; nor shall the Company be held to waive any claims which it may otherwise have under the Contract or at law.

Termination of this irrevocable Assignment shall only apply prospectively; this means that upon termination of this irrevocable Assignment, commissions shall continue to be paid to the Assignee for fixed contracts or policies issued after the Effective Date and prior to the Termination Date, but for fixed contracts or policies issued after the Termination Date, this Assignment shall not apply.

Broker's name (printed)

Broker's signature
X

Broker's code with Company

Date of request

Securian Financial is the marketing name for Securian Life Insurance Company and Minnesota Life Insurance Company. Insurance products are issued by Minnesota Life Insurance Company or Securian Life Insurance Company, a New York authorized insurer. Minnesota Life is not an authorized New York insurer and does not do insurance business in New York. Both companies are headquartered in Saint Paul, MN. Product availability and features may vary by state. Each insurer is solely responsible for the financial obligations under the policies or contracts it issues.

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