

PRODUCER APPOINTMENT APPLICATION

Cary A. Levinson & Associates, Inc
 Life Brokerage Services
 5551 N. University Drive, Suite 201
 Coral Springs, FL 33067
 800-375-2279



I am requesting an appointment and agreement with the below company(ies) (each individually referred to as "the Company").

<input type="checkbox"/> Transamerica Casualty Insurance Company	<input checked="" type="checkbox"/> Transamerica Financial Life Insurance Company
<input type="checkbox"/> Transamerica Life Insurance Company	<input type="checkbox"/> Transamerica Premier Life Insurance Company

PERSONAL DATA

FIRST:	MIDDLE:	LAST:	SUFFIX:
SOCIAL SECURITY NUMBER:		DATE OF BIRTH:	GENDER:
PRIMARY TELEPHONE:	SECONDARY TELEPHONE:	FAX #:	
FINRA REGISTERED?	IF YES, BROKER-DEALER NAME:		
E-MAIL ADDRESS:			

HOME ADDRESS (Mandatory for background investigative report requirements.)

STREET:			APT#:
CITY:	STATE:	ZIP:	COUNTRY:

BUSINESS ENTITY NAME IF APPLICABLE:

BUSINESS ADDRESS (if different than Home Address):

STREET:		STE#:	P.O. BOX:
CITY:	STATE:	ZIP:	COUNTRY:

APPOINTMENT INFORMATION

NON-RESIDENT APPOINTMENTS DESIRED:
FLORIDA COUNTIES DESIRED:

BACKGROUND INFORMATION	Yes	No
<p>A. Have you been convicted of, or pled guilty or nolo contendere (“no contest”) to a felony or misdemeanor involving: insurance, investments or a related business, fraud, false statements or omissions, wrongful taking of property, or bribery, forgery, counterfeiting or extortion, or breach of trust?</p> <p>If “yes”, provide explanation below and attach supporting court documentation.</p>		
<p>B. Have you ever been convicted of, or pled guilty or nolo contendere (“no contest”) to any other felony or misdemeanor?</p> <p>If “yes”, provide explanation below (including date, county, and state in which the felony or misdemeanor occurred) and attach supporting court documentation.</p>		
<p>C. Has any State Insurance Department or other State or Federal Regulatory Agency ever denied, suspended or revoked your license or registration?</p> <p>If “yes”, provide explanation below and attach supporting documentation.</p>		
<p>D. Have you personally or a firm that you exercised management control over, or owned 10% or more of the securities of, failed in business, made a compromise with creditors, filed a bankruptcy petition or been declared bankrupt?</p> <p>If “yes”, provide explanation below and attach supporting documentation, for example, a copy of original filing, discharge, and Schedule F.</p>		
<p>E. Do you have any outstanding or unsatisfied collections, judgments and/or liens, including tax liens, totaling \$50,000 or more?</p> <p>If “yes”, provide explanation below and attach supporting documentation, for example, a copy of IRS repayment schedule, etc.</p>		
<p>F. Has any State Insurance Department, any other State or Federal Regulatory Agency, or the SEC, FINRA or any other Self Regulatory Organization ever entered an order against you relative to a violation of insurance or investment-related regulations or statutes?</p> <p>If “yes”, provide explanation below and attach supporting documentation.</p>		
<p>G. Do you currently have an outstanding debit balance with any other insurance carrier(s), insurance agency, or broker-dealer?</p> <p>If “yes”, provide explanation below.</p>		

BUSINESS ENTITY INFORMATION

If applicant is a corporation, partnership, or LLC and fixed product commissions or compensation are to be disbursed to the entity, please complete the following:

LEGAL NAME OF ENTITY:

TIN FOR ENTITY:

ERRORS AND OMISSIONS

Are you covered by an Errors and Omissions policy? If so, attach E & O certification.

DIRECT DEPOSIT

NAME OF BANK:

DEPOSITORY NAME:

ROUTING NUMBER:

ACCOUNT NUMBER:

BANK PHONE NUMBER:

ACCOUNT TYPE:

RECRUITER INFORMATION (If known)

FIRST NAME:

LAST NAME:

EMAIL ADDRESS:

ADDITIONAL INFORMATION

Empty box for additional information.

CERTIFICATION

- I certify that the information contained in this application is true and complete to the best of my knowledge and belief.
- I have received the "Fair Credit Reporting Act Disclosure and Authorization of Consumer Report/Investigative Consumer Report" and "A Summary of Your Rights Under the Fair Credit Reporting Act".
- If I have been notified by the IRS that I have previously given an incorrect taxpayer identification number, my signature below constitutes my certification under penalties of perjury to the following: (1) the taxpayer identification number on this form is my correct taxpayer identification number; and (2) I am not subject to backup withholding; and (3) I am a U.S. person (including a U.S. resident alien). I acknowledge that the IRS does not require my consent to any provision of this form other than the certification required to avoid backup withholding.
- I acknowledge receipt of the 1994 Crime Act Notice, and I certify that I am not in violation of the provisions of the 1994 Crime Act described in that notice.
- I have received and will comply with the Company's Code of Professional Conduct for producers and employees.
- I agree to update any changes to the responses provided in this application to Questions (A) through (G) under the Background Information section within 5 days of such change.

ACKNOWLEDGEMENT

If I am appointed with more than one Company, I acknowledge and agree that the Producer Agreement or other agreement evidencing such appointment is to be construed as constituting separate and distinct agreements between me and each Company with which I am appointed. The rights, obligations, and responsibilities between me and one Company are separate and distinct from the rights, obligations, and responsibilities between me and any other Company with whom I may be appointed. No Company will have responsibility or liability for the acts or omissions of any other Company with whom I may be appointed.

AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorize any employer, insurance company, managing agent, educational institution, financial institution, consumer reporting agency, criminal justice agency, insurance department or individual having any information relating to my activities to release such information to the Company, or any affiliated company, or any consumer reporting agency acting for and on behalf of the Company or for and on behalf of any other affiliated company. This information may include, but is not limited to, employment and job performance history, academic records, credit records, disciplinary, arrest and conviction records, and personal history, including information as to character, general reputation and mode of living.

Signature – (Full Name)

(Printed Name)

(Date)

I acknowledge that I have read the Anti-Money Laundering Training for Agents materials provided and I agree to report any suspicious activity to my manager or directly to the Company.

Signature-(Full Name)

(Printed Name)



PRODUCER AGREEMENT (Fixed Products)

This document sets forth the terms of one or more separate Producer Agreements (each, an "Agreement"), between the Producer named below (referred to as "you") and one or more of the following:

Transamerica Financial Life Insurance Company
Transamerica Life Insurance Company
Transamerica Premier Life Insurance Company

(each individually referred to as "we", "us" or "the Company"). If you are appointed with more than one Company, you acknowledge and agree that this Agreement sets forth a separate and distinct agreement between you and each Company with which you are appointed. The rights, obligations, and responsibilities between you and one Company are separate and distinct from the rights, obligations, and responsibilities between you and any other Company with whom you may be appointed. No Company will have responsibility or liability for the acts or omissions of any other Company with whom you may be appointed under this Agreement.

1. APPOINTMENT

We appoint you to sell our Company's fixed products ("Product" or "Products"), as identified in the Commission Rate Schedule ("Schedule") applicable to the type of product involved, pursuant to the terms of this Agreement. You will comply with all applicable laws and regulations of the states in which you sell Products, without limitation, obtaining and maintaining any necessary licenses for the solicitation of insurance and you agree to diligently devote yourself to the business of this appointment under this Agreement.

1.1 TERRITORY; NON-EXCLUSIVITY

Unless otherwise specified by us, you are authorized to solicit applications for our Products in any jurisdiction in which we are licensed to transact insurance and in which you are licensed and authorized to represent us in accordance with applicable state laws and regulations. We reserve the right to limit your territory and/or the Company and/or the Products that you are authorized to represent at any time.

You are not obligated to represent us exclusively, and this Agreement does not give you exclusive rights in any area.

You understand and agree that unless you are licensed in the State of New York and TFLIC is a party to this Agreement, you will not solicit or accept applications within the State of New York. In states other than New York, you agree that you will not solicit or accept any application for a policy to insure a person who is a resident of the State of New York or which is to be owned by a resident of the State of New York or an entity located in the State of New York unless all solicitation and sales activities take place outside the State of New York and comply with our rules and procedures regarding New York residents.

1.2 INDEPENDENT CONTRACTOR

You are an independent contractor. Nothing contained in this Agreement is to be construed to create the relation of employer and employee partnership or joint venture between the Company and you. You may exercise your own judgment as to the time and manner in which you may perform the services required to be performed by you under this Agreement. We may, from time to time, prescribe rules and regulations concerning the conduct of the business covered by this Agreement which do not interfere with such freedom of action.

2. SOLICITATION OF APPLICATIONS

We will inform you from time to time which Products you are authorized to sell. Solicitation of applications for insurance authorized under this Agreement will be performed by you or by Assigned Producers or Solicitors in accordance with the terms of their agreements with us.

An Assigned Producer is a person who has been designated by us to solicit applications for insurance under your direction. A Solicitor is a person who has been designated by us to solicit applications for insurance under your direction who is compensated solely by you.

2.1 PRODUCERS

You may recommend that we enter into sales agreements with other producers for sale of our Products, but we are not obligated to do so. We will not enter into such an agreement unless you and we agree regarding whether the recommended person will be designated as an Assigned Producer or Solicitor. You have no authority to modify or amend any such agreement.

At our option, we may refuse to contract with or appoint any proposed producer and may terminate any agreement with or appointment of a producer. Except as otherwise agreed, payment of all commissions, expense allowances and other compensation (collectively referred to herein as "commissions") earned by Assigned Producers will be made directly by the Company.

From time to time, we may prescribe rules regarding the transfer of Assigned Producers or Solicitors.

2.2 LICENSING

Neither you nor any Assigned Producer or Solicitor may engage in any activities under this Agreement unless and until you or they are properly licensed and appointed to perform such services in the particular state or jurisdiction involved in accordance with all applicable laws and regulations, including, but not limited to, any certification or continuing education requirements.

You agree to undertake and pay for all actions necessary to acquire and maintain any necessary licenses for yourself. We will take the necessary actions, including the payment of applicable fees, to appoint you to represent us in the state in which you reside. We will appoint you to represent us in additional states at your expense.

2.3 NON-REPLACEMENT COVENANTS

While this Agreement is in effect and for a period of two (2) years after termination of this Agreement, you agree that you will not encourage, aid or abet any other insurer or broker-dealer, or their customers, clients, employees, agents or registered representatives, to engage in a pattern or practice of replacing or attempting to replace any of the Company's products with fixed or variable products of other life insurance companies.

3. RESPONSIBILITIES OF THE PRODUCER

You are responsible for the actions and performance of your employees and producers in connection with this Agreement. The Company may, from time to time, notify you of laws, governmental regulations and the Company's rules and regulations which may be applicable to your activities or the activities of producers who act through you. You agree to promptly communicate this information to your employees and producers, as appropriate. You are responsible for your employee's and producers' compliance with all laws and regulations, regardless of whether we provided notice. To the extent they do not conflict with the terms of this Agreement, you will conform to the rules and regulations of the Company now or hereafter in force. You are responsible for your employees' and producers' compliance with all Company rules and regulations. You agree to review policy applications submitted through you, and you agree to notify the Company if you become aware of actions by employees or producers (including you) which violate laws, governmental regulations or the Company's rules and regulations. You agree to notify the Company if you learn of the conviction of you or any of your employees or producers of any felony or other serious crimes. The Company agrees that it will not hold you liable for any matter of which you were not aware and of which you could not reasonably have been expected to have been aware in the normal course of your business activities. This provision shall not be construed to alter the independent contractor relationship of the parties as provided in this Agreement.

3.1 LIMITATION OF AUTHORITY

You will not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, or products of the Company in any respect. You will not use any advertising or sales material relating directly or indirectly to the Company or the Company's products unless it is provided by the Company or approved by the Company in writing prior to use. You have no authority to obligate us in any manner whatsoever nor to receive monies due to us, except as otherwise provided in this Agreement or as may be authorized in writing by us.

3.2 COMPANY RECORDS

All documents, records, software and other data and information, in whatever form they may be, which pertain to the Company's policyholders or any other business of the Company, are and will remain the property of the Company. Any such property in your possession shall be at any time and all times open to inspection by the Company or its authorized representative(s), and upon termination of this Agreement you will promptly turn all such property over to the Company or its authorized representatives.

You acknowledge that all documents, records, software and other data, information and supplies referred to in this Section 3.2 are confidential and proprietary to the Company, and you agree to preserve the confidentiality and privacy of the Company in all of the same; and you further agree that you will not, without the Company's prior written consent, release or disclose any of the same or their contents to any person, or otherwise use any of the same or their contents in any manner, except in furtherance of the business of this Agreement or as required by legal process.

Nothing contained in this Section (3.2) is intended to restrict your right to retain possession of your records and other materials relating solely to your Assigned Producers and Solicitors.

3.3 COLLECTION AND REMITTANCE OF COMPANY MONEY

Where authorized by us, you may accept premiums in accordance with our rules and regulations in force at the time of payment. We have the right at any time to revoke such authority in whole or in part and to limit it in any way. ALL MONIES OR SECURITIES RECEIVED BY YOU AS FULL OR PARTIAL PAYMENT OF PREMIUMS OR FOR ANY OTHER ITEM WITHOUT EXCEPTION, SHALL BE HELD BY YOU IN TRUST SEPARATE FROM YOUR OWN OR OTHER FUNDS AND WILL BE IMMEDIATELY DELIVERED AND PAID TO THE COMPANY. Such remittances must be applied to the relevant item. You are not authorized to deposit any such monies or checks in your own account or any trust account, nor to accept any check made payable to you for any premium or other item.

You will promptly remit to the Company any and all monies received on behalf of the Company as payments on Products, and you have no right or authority to receive or collect monies for and on behalf of the Company at any time or for any purpose except the initial premium necessary to put the Product in force.

3.4 ADVERTISING

You agree that you will not place into use, or distribute to any person, any advertising, sales material or other document (including, without limitation, illustrations, telephone scripts and training materials) referring directly or indirectly to the Company or to any company product, or cause, authorize or permit any producer or other person to do so, without our prior written consent. You agree that you will not use the name of the Company on any business card, letterhead or marquee or in any directory listing, or in any other manner, or cause, authorize or permit any producer or other person to do so, without our prior written consent. You agree that you will not use any of the Company's names, logos or trademarks without our prior written consent.

3.5 INDEMNIFICATION

You agree unconditionally to indemnify and hold us harmless the Company and each of the Company's directors, officers, affiliates, stockholders, employees and representatives from any liability, loss, claim, regulatory proceeding, regulatory investigation, damage, cost or expense (including legal and other expenses and attorneys' fees reasonably incurred), in each case to the extent arising from, related to or based upon the breach of any provision of this Agreement by you or your employees, officers, agents or other persons who act on your behalf or the negligence or misconduct of you or any of your employees, officers, agents or other persons who act on your behalf.

3.6 ERRORS AND OMISSIONS

Failure to maintain, at your own expense, errors and omissions insurance covering your activities under this agreement will be deemed a material breach of this agreement. The amount of coverage shall not be less than that specified by us from time to time. You shall provide us with satisfactory written evidence of such errors and omissions insurance upon our request.

3.7(a) ANTI-MONEY LAUNDERING

You must comply with all applicable anti-money laundering laws, rules, regulations and government guidance, including any reporting, recordkeeping and compliance requirements. These include requirements to identify and report currency transactions and suspicious activity, to verify customer identity and to conduct customer due diligence. In addition to applicable laws, the Company has implemented an anti-money laundering program which includes requirements for reporting suspicious activity and providing anti-money laundering training to the Company's employees, insurance agents, and insurance brokers. You agree to comply with the Company's anti-money laundering policies and reporting and training requirements.

3.7(b) ELECTRONIC IMAGING AND TRANSMISSION OF DOCUMENTS AND INFORMATION

You agree to comply with the Company's requirements for electronic imaging and transmission of documents.

3.7(c) SUITABILITY

You agree to comply with all applicable laws, regulations and Company policies pertaining to requirements that Products be suitable for the purchaser.

4. COMPANY RIGHT OF ACTION

We are not obligated to accept any business produced by you or by any individual or entity associated with you, including an Assigned Producer or Solicitor. We may reject applications for insurance without specifying the reason or cancel any policy for any reason and return the premium. We may contact any applicant, owner, or insured directly or indirectly for any purpose, including the purpose of marketing other products of ours or of our affiliates, to allow our affiliates to do the same, and to provide information about any applicant, owner or insured to our affiliates for such purpose. In addition to all other rights reserved to us in this Agreement, we reserve the right, in our sole discretion and without notice to you, to do any of the following:

- (i) modify, amend, or change any policy form and/or premium rate;
- (ii) fix or change maximum and minimum limits on the amount for which any policy form may be issued;
- (iii) modify or alter the conditions or terms under which any policy form may be sold or regulate its sale in any way;
- (iv) discontinue or withdraw any policy form from any or all geographic area(s) or market segment(s), without prejudice to continuation of such form in any other area or market segment;
- (v) cease doing business in any area;
- (vi) reduce or otherwise adjust commissions on conversions, exchanges, replacements or other similar requests;
- (vii) modify any Schedule or Exhibit under this Agreement from time to time by publishing, either in writing or electronically, a revised Schedule or Exhibit, which shall govern new applications for Products executed on or after the date specified in the revised Schedule or Exhibit; (viii) determine the method, frequency and minimum threshold amount for commissions payments and statements; and/or
- (ix) revise our rules which by this reference are made part of this Agreement.

5. COMPENSATION

General – The applicable “Schedule” means the Commission Rate Schedule or any other documentation setting forth the rates for the types of products involved published by us from time to time for the type of Product involved. Commission Rate Schedules are subject to change without notice. Copies may be obtained at any time.

For each Product sold by you, we will pay you commissions as set forth in the applicable Schedule less any amount paid to Assigned Producers for which you are directly or indirectly responsible. You may also be eligible for compensation under other programs established by us from time to time. Payment of commissions will be subject to the terms and conditions of this Agreement and to our rules and regulations in effect from time to time. Such rules and regulations may be changed by us at any time without notice and without your consent.

The commissions and any other compensation payable by us to you will be payment in full for all services performed by you. Except as we may otherwise agree, you are not entitled to reimbursement for any expenses incurred by you.

5.1 PAYMENT OF COMMISSIONS AND OTHER COMPENSATION

Repayment of Commissions – If any commission or other compensation to which you are not entitled under the terms of this Agreement is paid to or retained by you, you will pay the same to the Company upon demand. If we refund premium or return policy values or waive surrender charges on any policies for any reason, then no commissions will be payable with respect to said premiums and any commissions previously paid must be returned to us. In case of any provision requiring a refund of commissions or other compensation, we may, at our election, debit your account for the amount of the refund without demand or notice, or may demand the refund, or both, but debiting your account in such manner will not relieve you of your obligation to make the refund.

Policyholder Service – If you are unwilling or unable to provide an acceptable level of service to any policyholder, you will not be entitled to continued commissions with respect to such policyholder.

Changes in Compensation – We reserve the right to modify the Schedules under this Agreement by publishing from time to time revised Schedules; such revised Schedules will govern new business applications executed on or after the date specified in the revised Schedules.

When Due – Commissions will be paid in accordance with our normal commission processing schedule. Commissions will be payable only on premiums paid and applied to and accepted by us on policies which

were produced by you. No premium will be considered paid and applied to the Company until it has been actually collected and transmitted to us and recorded on our records. Commissions and other compensation will accrue only as such premiums otherwise would become due. Premiums may include fees or charges that are not commissionable.

Commissions Paid in Advance – If we pay you a commission or other compensation on a premium which is or becomes due but which has not yet actually been paid to the Company, and if such premium is not paid and applied to the Company, you will refund any commission or other compensation which you have received on such premium.

Split Commissions – If an application for a Product is procured by you and other agents of the Company, the commission will be divided among you and the other agents as indicated in the new business application unless the Company receives written instructions to the contrary signed by you and each other agent.

Conditions – Commissions and any other compensation under this Agreement will be payable to you only if and so long as you are in existence and are continuously and properly licensed and appointed in accordance with applicable state laws and regulations to transact insurance business for us and we may legally pay such commissions and other compensation.

Accounting Year – We reserve the right at any time and from time to time, without notice to you, to change the period comprising our accounting year or subdivisions thereof.

Securities Products – We will not pay commissions to you for selling our securities products that are listed in an agreement that is in effect between the Company, its principal underwriter, and a broker-dealer of which you are a registered representative, except that we may elect to do so if we are an affiliate of your broker-dealer. In the event that your broker-dealer requires fixed product commissions to be paid directly to the broker-dealer, commissions due under this Agreement will be paid to the broker-dealer. In either case, payment by us to your broker-dealer will fully discharge us of our obligations with respect thereto.

Your Account – We will provide you with periodic statements of your account. If the net amount due to you at any time is less than the amount specified by us from time to time, commissions will not be paid until this amount is reached.

Replacement – The Company may choose whether to pay the same commissions on the conversion of term life insurance to another product as it would pay on a new product sale. The Company may choose whether to pay commissions on a reinstated product to the producer responsible for the reinstatement or the producer who originally sold the product, and may pay overriding commissions accordingly. The Company will determine the commissions, if any, that the Company may pay to you with respect to a product that the Company issues on an insured within 12 months after a halt in the payment of premiums on a product previously issued by the Company or one of its affiliates on the same insured, or within 12 months after the previously issued product of the Company or its affiliate lapses or is surrendered in whole or in part.

5.2 VESTING

Unless otherwise provided in a Schedule, all commissions shall cease ten years following the date of issue of the Product. We may stop paying commissions earlier upon our determination that you:

- (i) failed to comply with our rules and regulations or the laws of any applicable state or jurisdiction or regulations of the Department of Insurance thereof; or
- (ii) failed to conform to the terms and conditions of this Agreement or any other existing or future agreement with us; or
- (iii) have been convicted of a felony or any state or jurisdiction revokes, suspends or fails to renew your license to sell insurance; or
- (iv) committed any illegal, dishonest or fraudulent acts in connection with any business of ours; or
- (v) engaged in a pattern or practice of inducing or attempting to induce any policyholders to discontinue the payment of premiums on or to release or surrender policies and products in the Company whether or not covered by this Agreement; or
- (vi) have so conducted yourself as to injure our standing or good name in the community or elsewhere.

6. LIEN AND OFFSETS

You grant us a first lien on all commissions and any other compensation payable by us to you under this Agreement or under any other existing or future agreement with us, as security for the payment of any existing or future debit balance or other indebtedness of yours to us. We may at any time and from time to time, with or without notice or judicial action, exercise our lien by offsetting such indebtedness against any commissions and other compensation otherwise due to you under this Agreement or under any agreement between you and us or one of our affiliates. These liens shall not be extinguished by the termination of this Agreement or any other agreement.

All debit balances and other indebtedness of yours to us will be debited to your commission account, but debiting your commission account will not relieve you of your obligation to repay the indebtedness. You may not offset against any such indebtedness any compensation accrued or to accrue under this Agreement or under any other agreement with us.

You will be liable to us for payment of any debit balance of an Assigned Producer, whether or not incurred by reason of a wrongful act of the Assigned Producer, including indebtedness incurred in connection with the conduct of business under this Agreement. All debit balances or other indebtedness owed to the Company by an Assigned Producer will be debited to the Assigned Producer's commission account.

In the event we recover from you any debit balance or other indebtedness of an Assigned Producer, we will, upon request, assign to you our rights against the Assigned Producer with respect to such debit balance or other indebtedness to enable you to pursue recovery from the Assigned Producer.

While an Assigned Producer has a debit balance for which you are responsible, we will not pay any commissions or other compensation on business produced by the Assigned Producer while operating under your supervision which may accrue to the Assigned Producer's commission account without your consent. At any time in our sole discretion, we may debit your commission account with the debit balance of the commission account of any Assigned Producer, and such action may be taken whether or not we have endeavored to secure payment of the debit balance from the Assigned Producer. If we elect to debit your commission account with the debit balance of an Assigned Producer's commission account, then any credit thereafter accruing to such Assigned Producer's commission account will in like manner be reflected as a credit to your commission account.

We will be under no obligation to pay any commissions or other compensation to you, your heirs, executors, administrators or assigns, under this Agreement or under any other existing or future agreement with us now or hereafter existing as long as your commission account has a debit balance. Any debit balance of your commission account shall be payable to us upon demand and shall bear interest, payable monthly, at the rate declared by us from time to time. Any future change in interest rate may, at our option, be applied to the then remaining balance of any debit balance theretofore created as well as to debit balances thereafter created.

7. DISPUTES AND LITIGATION

All parties agree to cooperate fully with each other in the resolution of all matters arising out of the business of this Agreement.

7.1 COMPLAINTS, CLAIMS AND OTHER MATTERS

You agree to notify us promptly of any complaint, claim or dispute involving an applicant, Product, policyholder or producer. You shall notify us immediately upon your receipt of any subpoena, summons or other notice of suit or any regulatory authority inquiry with respect to any of the transactions contemplated by this Agreement (including your disqualification to sell insurance) and shall include with such notice a copy of any documents you receive.

You will not litigate any dispute with an applicant or policyholder, on any matter relating to the business of this Agreement, without our prior written consent.

We may settle any claim against us or you arising out of the business of this Agreement.

7.2 EXPRESS WAIVERS

WAIVER OF DAMAGES. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY CLAIM TO RECOVER PUNITIVE, EXTRA-CONTRACTUAL, EXEMPLARY AND NON-COMPENSATORY DAMAGES AGAINST THE OTHER PARTY.

WAIVER OF RIGHT TO JURY TRIAL: EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY A JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF OR RELATING TO (I) THIS AGREEMENT, OR (II) (TO THE EXTENT NOT

SPECIFICALLY SUBJECT TO A SEPARATE WRITTEN AGREEMENT BETWEEN THE PARTIES) THE RELATIONSHIP BETWEEN THE PARTIES TO THIS AGREEMENT.

7.3 LIMITATIONS

The parties agree that, to the greatest extent allowed by law, any claim, suit or other proceeding (whether sounding in contract, tort or otherwise) arising out of or relating to (i) this Agreement or (ii) the relationship between the parties, must be brought within four (4) years after the date on which the action constituting the basis for any such claim occurred.

8. TERMINATION AND SUSPENSION

You or we may terminate this Agreement at any time, with or without cause, immediately upon notice as provided in this Agreement. Your death, bankruptcy or dissolution will automatically terminate this Agreement.

Upon notice to you, we may suspend your authority to act under this Agreement.

From time to time, we may establish minimum production requirements applicable to this Agreement.

9. NOTICES AND COMMUNICATIONS

All notices and other binding communications under this Agreement, including amendments, must be in writing and shall be deemed to be validly given if sent by mail, fax, or by email to the other party at the most recent email address, fax number or address provided by the other party. In addition, notice shall be considered validly given if published by us on any website we use to communicate with you. Either party may change its address for notices and communications by notifying the other party in accordance with this section.

10. MISCELLANEOUS PROVISIONS

Certain provisions of this Agreement are emphasized for the convenience of the reader. Nevertheless, all provisions apply equally. The headings and titles of paragraphs contained in this Agreement are for convenience only and have no effect upon the construction or interpretation of any part of this Agreement.

10.1 ENTIRE AGREEMENT

This Agreement (including all Exhibits and Schedules hereto) contains the entire agreement between the parties as to matters set forth herein and supersedes any prior or contemporaneous understandings or agreements with respect to such matters.

10.2 AMENDMENTS

We reserve the right to amend this Agreement from time to time by providing at least thirty (30) days' prior written or electronic notice to you of the terms and provisions of any such amendment, and you shall be deemed to have agreed to such amendment unless we have received your written objection within fifteen (15) days after the date our written or electronic notice was sent. We will not be bound by any amendment, promise, agreement, understanding or representation regarding the Agreement unless the same is made by an instrument in writing, or an electronic copy of a writing specifically sent by us to you electronically, and signed by one of our officers, which expresses by its terms an intention to modify the Agreement.

We reserve the right to modify any Schedule or Exhibit under the Agreement from time to time by publishing, either in writing or electronically, a revised Schedule or Exhibit, which shall govern new applications for Products executed on or after the date specified in the revised Schedule or Exhibit.

10.3 NO IMPLIED WAIVERS

No failure to exercise or delay in exercising any right or provision of this Agreement, or to insist upon strict performance of its terms, shall constitute a waiver. No waiver of any right or provision under this Agreement shall be construed as a further or continuing waiver of such right, or as a waiver of any other right. Acceptance by the Company of performance by you while you are in breach of this Agreement shall not constitute a waiver of any right or remedy the Company may have regarding such breach or any other breach of this Agreement. Any waiver must be in writing and signed by the party granting it. Any waiver by the Company must be signed by the Company's president or vice president.

10.4 AGREEMENT NON-ASSIGNABLE

You may not assign this Agreement or any of your rights, obligations, authorities and benefits provided hereunder without our prior written consent.

10.5 SEVERABILITY

The provisions of this Agreement are severable. It is the intention of the parties that the provisions of this Agreement shall be enforced to the extent permitted under applicable law. If any provision of this Agreement, or the application of this Agreement to any person or circumstance, is deemed invalid or unenforceable to any extent, the remainder of this Agreement and the application of its provisions to any other person or circumstance shall not be affected. In the event any provision is deemed invalid or unenforceable under the laws of a particular jurisdiction, such provision will be disregarded in that jurisdiction only.

10.6 INDEPENDENT AGREEMENT

The compensation provided by this Agreement is separate from any compensation or consideration provided under any other agreement you may have with us or with one of our affiliates. Except as set forth in our applicable rules and regulations, your activities under this Agreement will not be taken into account for purposes of any compensation or benefits under any such agreement.

10.7 APPLICABLE LAW

This Agreement shall be construed in accordance with the laws of the State of Iowa, without giving effect to principles of conflict of laws.

10.8 SURVIVAL

The following provisions will survive the termination of this Agreement: Sections 2.3, 3 (including all subparts), 5, 5.2, 6, 7 (including all subparts), 10.4, 10.5, 10.6, and 10.7.

10.9 EXECUTION

This agreement will be deemed executed and effective as of the date you are appointed to represent the Company with at least one state insurance department. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

11. CORPORATIONS; PARTNERSHIPS

The additional provisions set forth below will apply if you are a corporation, partnership, or any entity other than an individual.

11.1 OFFICIAL ACTIONS

You may designate one or more individuals to deal with us on your behalf. Such designation must be made by your board of directors if you are a corporation, by your managers if you are a limited liability company, or by any general partner if you are a partnership. In the absence of a designation, we may (but are not obligated to) deal with your president or any vice president (if you are a corporation or limited liability company) or any general partner (if you are a partnership).

11.2 CHANGES

You agree to inform us of any changes in your legal structure, and of any changes in your officers or partners. You also agree to inform us of any transfer of your stock or partnership interests.

11.3 STATUS

We may, from time to time, require you to provide us with evidence of your continued existence and good standing.

By signing below, you certify that: you have not been convicted of a felony involving theft, dishonesty or breach of trust, are not in violation of the Violent Crime Control and Law Enforcement Act of 1994 (the "1994 Crime Act") if the Company enters into this Agreement with you, and that you will immediately advise the Company of any situation that would cause you to be in violation of the 1994 Crime Act. You have read and understand the Company's Code of Professional Conduct and agree to abide by its terms. You agree to foster high standards of ethical behavior and to adhere to the Company's policies and procedures concerning the sale of our insurance products. You acknowledge that you have read and understand this Agreement, and agree to be bound by its terms.

COMPLETE SECTION 1 OR 2 OF THE FOLLOWING:

1. INDIVIDUAL PRODUCER

Printed Name

Signature

Date

Note: If completing section 2, the Guaranty portion must be completed in order to process the agreement.

2a. NON-INDIVIDUAL PRODUCER
(Corporation, Agency, etc.)

Name of Entity

Printed Name of Authorized Officer

Signature of Authorized Officer

Title

Date

2b. GUARANTY

The undersigned hereby unconditionally guarantees the full and timely payment of any and all indebtedness of the Non-Individual Producer to the Company(ies).

Printed Name of Individual

Signature of Individual

Date

EXHIBIT A PRIVACY COMPLIANCE POLICIES

Privacy and Confidentiality Generally-

(i) You agree to comply with all applicable laws and regulations to protect the privacy of nonpublic information that you have about an applicant, owner, insured, beneficiary or other person who seeks to obtain, obtains or has obtained a product or service from the Company. If you receive any such nonpublic information from the Company, you will maintain the confidentiality of such information and understand that you are prohibited from using such information other than to carry out the purpose for which such information was disclosed to you. You agree to take reasonable measures to secure and safeguard such nonpublic information in your possession (including appropriate destruction and disposal methods when appropriate). You also agree to notify the Company within 48 hours upon learning of an actual or potential breach involving the privacy or security of any nonpublic client information in your possession, or in the possession of your employee, agent, representative, or vendor/subcontractor.

(ii) Except to the extent directly required to perform your services under this Agreement, you shall hold in strictest confidence and not disclose to any Person or use, at any time, whether during or after the termination of this Agreement, any information that we disclose or make available to you that is confidential or proprietary ("Information"). Without limiting your obligations under the previous sentence, you shall apply at least the same standard of care to protect the confidentiality of the Information as you use to protect your own confidential information. Upon termination of this Agreement, you shall return or destroy all Information without retaining any copies and shall provide us with your written and signed certification to that effect. All Information is our sole and exclusive property.

(iii) If you are requested to disclose Information pursuant to a subpoena or order from a governmental authority (including any department of insurance), you shall (A) notify us as promptly as possible, and in any event prior to responding thereto, of the terms of and circumstances relating to such request, (B) consult with us on the advisability of attempting to resist or narrow such request, and (C) if disclosure of Information is required, furnish only such Information as our counsel advises us you are legally obligated to disclose and cooperate with us to obtain assurance that the disclosed Information will be held in confidence. You also shall comply with our privacy and security rules that we have provided to you in writing.

Compliance with GLBA – You shall comply with the privacy requirements of the Gramm-Leach-Bliley Act and its rules and regulations as any of the same may be amended or superseded from time to time ("GLBA"). Compliance with GLBA includes the following:

(i) You may use or disclose Nonpublic Personal Financial Information only to perform your services under this Agreement, as specifically provided in the Compliance with HITECH Act section below, or as required by law. "Nonpublic Personal Financial Information" means personally identifiable financial information and includes any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any nonpublic personal information; provided, however, that the above definition shall be superseded and replaced to the extent that the definition of Nonpublic Personal Financial Information under Title V of Public Law 106-102, Section 509, subsection (4), as the same may be amended or superseded from time to time, differs from this definition.

(ii) You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures of Nonpublic Personal Financial Information.

(iii) You shall require that your sub-agents, directors, officers, and employees who have access to Nonpublic Personal Financial Information agree in writing to the same restrictions and conditions that apply to you.

ACE Designation under HIPAA – You acknowledge that the health care components of the Companies (such health care components collectively, the "Covered Entity"), have elected to adopt Affiliated Covered Entity ("ACE") status, as defined and permitted under the Health Insurance Portability and Accountability Act of 1996 and its rules and regulations as any of the same may be amended or superseded from time to time ("HIPAA"), such designation has been appropriately adopted and documented, and any Company is authorized to enter into a Business Associates Agreement on behalf of some or all other members of such ACE. To the extent the HIPAA covered health care component of any such member of the ACE merges with another affiliate or undergoes a corporate name change, this Agreement shall apply to any such merged and/or renamed component/company.

Compliance with HIPAA – You shall comply with the privacy and security requirements of HIPAA. Compliance with HIPAA includes the following:

(i) You may use or disclose Protected Health Information only to perform your services under this Agreement, for the proper management and administration of your business (other than for cross-marketing

and/or cross-selling of other policies or products, which are prohibited except to the extent specifically provided in the Compliance with HITECH Act section below, to carry out your legal responsibilities, or otherwise as required by law. "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. §164.501 (as the same may be amended or superseded from time to time), limited to information that you create or that you receive from us or on our behalf, and includes information that relates to the past, present, or future physical or mental health or condition of a Policyholder, to the provision of health care to a Policyholder, or to the past, present, or future payment for the provision of health care to a Policyholder, and that identifies the Policyholder or for which there is a reasonable basis to believe that the information can be used to identify the Policyholder, in each case regardless of whether the Policyholder is living or deceased. By way of illustration only, the following information shall constitute Protected Health Information with respect to a Policyholder: (A) name, (B) street address, city, county, precinct, and zip code, (C) dates directly related to the Policyholder, including birth date, admission date, discharge date, and date of death, (D) telephone numbers, fax numbers, and electronic mail addresses, (E) social security number, (F) medical record numbers, (G) health plan beneficiary numbers, (H) account numbers, (I) certificate/license numbers, (J) vehicle identifiers and serial numbers, including license plate numbers, and (K) any other unique identifying numbers, characteristics, or codes.

(ii) You may not use or disclose Protected Health Information in any manner that would constitute a violation of 45 C.F.R. Parts 160 and 164 if we used or disclosed the information in the same manner.

(iii) You shall comply with our request to accommodate a Policyholder's access to his or her Protected Health Information as provided by 45 C.F.R. § 164.524.

(iv) You shall comply with our request to amend Protected Health Information in accordance with a Policyholder's request as provided by 45 C.F.R. § 164.526.

(v) You shall keep a record of disclosures of or access to Protected Health Information that must be provided under HIPAA to an individual to whom the Protected Health Information relates. You shall comply with any request that we make to provide us with information pertaining to such disclosures or access in such format as we reasonably may request. Such provided information shall include the content as required under HIPAA.

(vi) You shall make your internal practices, books, and records relating to uses and disclosures of Protected Health Information available to us (or to our designee) and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), or to the Secretary's designee, for the purpose of confirming your compliance and/or our compliance with 45 C.F.R. Parts 160 and 164.

(vii) Upon termination of this Agreement, if feasible, you shall return or destroy all Protected Health Information without retaining any copies and shall provide us with your written and signed certification to that effect. If such return or destruction is not feasible, you shall limit all further uses and disclosures to those purposes that make such return or destruction of the Protected Health Information not feasible.

(viii) You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures, and to protect the confidentiality, integrity and availability, of any Protected Health Information that you create, receive, maintain or transmit. Such safeguards shall include development, implementation, and maintenance of a comprehensive written information security program compliant with applicable laws and designed to (A) protect the integrity and confidentiality of Protected Health Information, (B) protect against anticipated threats or hazards to the security, confidentiality and/or integrity of Protected Health Information, (C) protect against any unauthorized disclosure or use of Protected Health Information, (D) address computer and network security, (E) address physical security, and (F) provide for the secure disposal and destruction of Protected Health Information.

(ix) You shall ensure that any subcontractors (as defined in 45 C.F.R. § 160.101) that create, receive, maintain, or transmit Protected Health Information on your behalf agree to the same restrictions and conditions that apply to you with respect to such information. You agree to enter into appropriate written agreements outlining these obligations and to obtain satisfactory assurances (as that term is contemplated in HIPAA) of such compliance by all subcontractors. To the extent you make disclosures under 45 C.F.R. § 164.504(e)(4), you will obtain reasonable assurances that PHI will be held in confidence and will not be used or disclosed outside of the intended purpose.

(x) To the extent that we may require you to carry out ACE Entities' obligations in accordance with the Agreement, under 45 C.F.R. § 164 Subpart E, you will comply with the requirements of that Subpart which apply to ACE Entities in the performance of such obligations.

(xi) You shall require that your directors, officers, and employees who have access to Protected Health Information agree to the same restrictions and conditions that apply to you with respect to such information.

Compliance with HITECH Act-

(i) You agree and acknowledge that you are directly subject to HIPAA as amended by the HITECH Act, including, without limitation, Sections 164.308, 164.310, 164.312 and 164.316 thereof, including its provisions relating to security and privacy of Protected Health Information as well as its enforcement and penalty provisions. You agree that you will (A) comply with all applicable security and privacy provisions of HIPAA as amended by the HITECH Act and as it may be amended from time to time; (B) not act in any way to interfere with or hinder the ACE Entities' ability to comply with HIPAA as amended by the HITECH Act and as it may be amended from time to time; and (C) use your best efforts to notify the ACE Entities without unreasonable delay and in any event within three (3) business days of discovering a "breach," as the term "breach" is defined in 45 C.F.R. § 164.402, and as the terms "breach" and "discover" are further described in 45 C.F.R. § 164.410(a)(2).

(ii) In the event either party learns of a pattern of activity or practice of the other party that constitutes a material breach or violation of its obligations relating to Protected Health Information under the Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, the non-breaching party will terminate the Agreement, if feasible, or if termination is not feasible, report the problem to the Secretary. We reserve the right, in our sole discretion, to terminate this Agreement immediately upon notice in the event of any such material breach or security incident.

(iii) You acknowledge and agree to adhere to any limitations on the disclosure and/or sale of Protected Health Information as required under 45 C.F.R. § 164.508(d) and/or under HIPAA.

Additional Provisions Relating to Confidentiality Generally, GLBA, and HIPAA-

(i) In response to an unsolicited direct Policyholder, Certificateholder, or Consumer inquiry, you may disclose Nonpublic Personal Financial Information and Protected Health Information directly to, and may discuss such information directly with, the Policyholder, Certificateholder, or Consumer to whom such information pertains, provided that such disclosure would not violate HIPAA if we made it.

(ii) We acknowledge that you may have relationships with affinity groups and associations and that, as a result, you may receive information ("Group Member Information") relating to their members (each a "Group Member") that constitutes Nonpublic Personal Financial Information and/or Protected Health Information. You and we agree that a Group Member's Group Member Information shall constitute Nonpublic Personal Financial Information and/or Protected Health Information only from and after the time that a Group Member applies for a Policy.

(iii) You may use Information, Nonpublic Personal Financial Information and/or Protected Health Information for cross-marketing and/or cross-selling of other policies or products to the extent, but only to the extent, that the Policyholder to whom such information pertains has authorized you specifically in a writing that complies with HIPAA to do so and such marketing and selling is conducted in adherence with the restrictions on marketing and sale of PHI as provided under HIPAA.

(iv) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with GLBA and HIPAA.

(v) You shall notify us in writing without unreasonable delay and in any event within 48 hours after becoming aware of a violation of Exhibit A of this Agreement, or of the occurrence of a "security incident," as defined in 45 C.F.R. §164.304. You agree to cooperate fully with us in any security-incident investigation or resolution and agree that no notifications or communications to any individual(s), media outlets, state or federal regulatory authorities, or other third parties regarding the incident shall be made without in each instance our specific prior written consent.

(vi) You shall comply with all applicable state and local laws and regulations enacted to protect the privacy of individual personal information.

(vii) We can amend Exhibit A of this Agreement without your consent to reflect (i) future amendments of GLBA or HIPAA, or (ii) court orders interpreting the application of GLBA or HIPAA, or (iii) a material change in our business practices, but any such amendment shall be enforceable against you only after we have notified you.



PRODUCER'S CONDITIONAL AGREEMENT

As an agent who has been appointed with Transamerica Financial Life Insurance Company, Transamerica Life Insurance Company, and/or Transamerica Premier Life Insurance Company (each individually referred to as "the Company"), I acknowledge and agree that if I am appointed with more than one Company, the Producer's Conditional Agreement or other agreement evidencing such appointment is to be construed as constituting separate and distinct agreements between me and each Company with which I am appointed. The obligations and responsibilities between me and one Company are separate and distinct from the obligations and responsibilities between me and any other Company with whom I may be appointed. No Company will have responsibility or liability for the acts or omissions of any other Company with whom I may be appointed. I further have agreed to the following:

- a. Unless I hold a personal contract with the Company which govern(s) fixed insurance products, the Company has no obligation to pay me commissions or any form of compensation whatsoever in connection with the services performed and expenses incurred by me in the solicitation of applications for insurance products issued by the Company, it being expressly understood that I will be compensated pursuant to a separate agreement between me and my current Broker-Dealer or Agency and I will have no right, remedy, or recourse against the Company for any compensation. Unless otherwise notified by the Company in writing, this Agreement will remain in effect upon my transfer to another Broker-Dealer or Agency having a Selling Agreement in effect with the Company, provided my appointment with the Company has not been terminated. The understandings in this paragraph will not apply to the sale of any products for which I have entered into a separate agreement with the Company.
- b. I understand that no commissions are payable on a policy which replaces, exchanges, or terminates another policy of the Company or any of its affiliates unless such replacement is accomplished in accordance with the Company rules in force at that time.
- c. I will comply with all applicable laws and regulations of the states in which I sell products including, but not limited to, obtaining and maintaining any necessary licenses for the solicitation of insurance.
- d. I will not alter, modify, waive or change any of the terms, rates or conditions of any advertisements, receipts, policies or contracts of the Company in any respect. I will not use any advertising or sales material relating directly or indirectly to the Company or the Company's products unless it is provided by the Company or approved by the Company in writing prior to use.
- e. I will deliver any policy sent to me within thirty (30) days from the postmark date such policy is mailed by the Company.
- f. I will promptly remit to the Company any and all monies received by me on behalf of the Company as payments on life insurance policies, and I have no right or authority to receive or collect monies for and on behalf of the Company at any time or for any purpose except the initial premium necessary to put the insurance policy in force. All monies or securities received by me as full or partial payment of premiums or for any other item without exception, shall be held by me in trust separate from my own or other funds and will be immediately delivered and paid to the Company.
- g. The Company may, with or without cause and without liability to me whatsoever, cancel my appointment at any time, and upon termination of this Agreement I will immediately deliver to the Company all records, sales and advertising material, stationery, business cards, computer software and other supplies connected with the Company's business.
- h. I will comply with the Company's Code of Professional Conduct for Producers and Employees as it may be amended from time to time. I understand and agree to the following policies.
- i. I will comply with all applicable laws and regulations to protect the privacy of nonpublic information that I have about an applicant, owner, insured, beneficiary, or other person who seeks to obtain, obtains or has obtained a product or service from the Company. If I receive such nonpublic information from the Company, I will maintain the confidentiality of such information and understand that I am prohibited from using such information other than to carry out the purpose for which such information was disclosed to me. I agree to take reasonable measures to secure and safeguard such nonpublic information in my possession (including appropriate destruction and disposal methods). I also agree to notify the Company within 48 hours upon learning of an actual or potential breach involving the privacy or security of any nonpublic client information in my possession, or in the possession of my employee, agent, representative, or vendor/subcontractor.
- j. I will comply with the Company's rules for electronic imaging and transmission of documents.
- k. I will comply with the Company's anti-money laundering policies and reporting requirements and understand that failure to comply may result in termination of my appointment.
- l. I will comply with all applicable laws, regulations and company policies pertaining to requirements that products be suitable for the purchaser.

7.1 Privacy and Confidentiality Generally

- a. Except to the extent directly required to perform your services under this Agreement, you shall hold in strictest confidence and not disclose to any Person or use, at any time, whether during or after the termination of this Agreement, any information that we disclose or make available to you that is confidential or proprietary ("Information"). Without limiting your obligations under the previous sentence, you shall apply at least the same standard of care to protect the confidentiality of the Information as you use to protect your own confidential information. Upon termination of this Agreement, you shall return or securely destroy all Information without retaining any copies and shall provide us with your written and signed certification to that effect. All Information is our sole and exclusive property.
- b. If you are requested to disclose Information pursuant to a subpoena or order from a governmental authority (including any department of insurance), you shall (A) notify us as promptly as possible, and in any event prior to responding thereto, of the terms of and circumstances relating to such request, (B) consult with us on the advisability of attempting to resist or narrow such request, and (C) if disclosure of Information is required, furnish only such Information as our counsel advises us you are legally obligated to disclose and cooperate with us to obtain assurance that the disclosed Information will be held in confidence. You also shall comply with our privacy and security rules that we have provided to you in writing.

7.2 Compliance with GLBA – You shall comply with the privacy requirements of the Gramm-Leach-Bliley Act and its rules and regulations as any of the same may be amended or superseded from time to time ("GLBA"). Compliance with GLBA includes the following:

- a. You may use or disclose Nonpublic Personal Financial Information only to perform your services under this Agreement, as specifically provided in Section 7.6(c) below, or as required by law. "Nonpublic Personal Financial Information" means personally identifiable financial information and includes any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any nonpublic personal information; provided, however, that the above definition shall be superseded and replaced to the extent that the definition of Nonpublic Personal Financial Information under Title V of Public Law 106-102, Section 509, subsection (4), as the same may be amended or superseded from time to time, differs from this definition.
- b. You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures of Nonpublic Personal Financial Information.
- c. You shall require that your sub-agents, directors, officers, and employees who have access to Nonpublic Personal Financial Information agree in writing to the same restrictions and conditions that apply to you.

7.3 ACE Designation under HIPAA – You acknowledge that the health care components of the Companies (such health care components collectively, the "Covered Entity"), have elected to adopt Affiliated Covered Entity ("ACE") status, as defined and permitted under the Health Insurance Portability and Accountability Act of 1996 and its rules and regulations as any of the same may be amended or superseded from time to time ("HIPAA"), such designation has been appropriately adopted and documented, and any Company is authorized to enter into a Business Associates Agreement on behalf of some or all other members of such ACE. To the extent the HIPAA covered health care component of any such member of the ACE merges with another affiliate or undergoes a corporate name change, this Agreement shall apply to any such merged and/or renamed component/company.

7.4 Compliance with HIPAA – You shall comply with the privacy and security requirements of HIPAA. Compliance with HIPAA includes the following:

- a. You may use or disclose Protected Health Information only to perform your services under this Agreement, for the proper management and administration of your business (other than for cross-marketing and/or cross-selling of other policies or products, which are prohibited except to the extent specifically provided in Section 7.6(c) below), to carry out your legal responsibilities, or otherwise as required by law. "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. §164.501 (as the same may be amended or superseded from time to time), limited to information that you create or that you receive from us or on our behalf, and includes information that relates to the past, present, or future physical or mental health or condition of a Policyholder, to the provision of health care to a Policyholder, or to the past, present, or future payment for the provision of health care to a Policyholder, and that identifies the Policyholder or for which there is a reasonable basis to believe that the information can be used to identify the Policyholder, in each case regardless of whether the Policyholder is living or deceased. By way of illustration only, the following information shall constitute Protected Health Information with respect to a Policyholder: (A) name, (B) street address, city, county, precinct, and zip code, (C) dates directly related to the Policyholder, including birth date, admission date, discharge date, and date of death, (D) telephone numbers, fax numbers, and electronic mail addresses, (E) social security number, (F) medical record numbers, (G) health plan beneficiary numbers, (H) account numbers, (I) certificate/license numbers, (J) vehicle identifiers and serial numbers, including license plate numbers, and (K) any other unique identifying numbers, characteristics, or codes.
- b. You may not use or disclose Protected Health Information in any manner that would constitute a violation of 45 C.F.R. Parts 160 and 164 if we used or disclosed the information in the same manner.

- c. You shall comply with our request to accommodate a Policyholder's access to his or her Protected Health Information as provided by 45 C.F.R. § 164.524.
- d. You shall comply with our request to amend Protected Health Information in accordance with a Policyholder's request as provided by 45 C.F.R. § 164.526.
- e. You shall keep a record of disclosures of or access to Protected Health Information that must be provided under HIPAA to an individual to whom the Protected Health Information relates. You shall comply with any request that we make to provide us with information pertaining to such disclosures or access in such format as we reasonably may request. Such provided information shall include the content as required under HIPAA.
- f. You shall make your internal practices, books, and records relating to uses and disclosures of Protected Health Information available to us (or to our designee) and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), or to the Secretary's designee, for the purpose of confirming your compliance and/or our compliance with 45 C.F.R. Parts 160 and 164.
- g. Upon termination of this Agreement, if feasible, you shall return or destroy all Protected Health Information without retaining any copies and shall provide us with your written and signed certification to that effect. If such return or destruction is not feasible, you shall limit all further uses and disclosures to those purposes that make such return or destruction of the Protected Health Information not feasible.
- h. You shall maintain appropriate administrative, physical and technical safeguards to prevent prohibited uses or disclosures, and to protect the confidentiality, integrity and availability, of any Protected Health Information that you create, receive, maintain or transmit. Such safeguards shall include development, implementation, and maintenance of a comprehensive written information security program compliant with applicable laws and designed to (A) protect the integrity and confidentiality of Protected Health Information, (B) protect against anticipated threats or hazards to the security, confidentiality and/or integrity of Protected Health Information, (C) protect against any unauthorized disclosure or use of Protected Health Information, (D) address computer and network security, (E) address physical security, and (F) provide for the secure disposal and destruction of Protected Health Information.
- i. You shall ensure that any subcontractors (as defined in 45 C.F.R. § 160.101) that create, receive, maintain, or transmit Protected Health Information on your behalf agree to the same restrictions and conditions that apply to you with respect to such information. You agree to enter into appropriate written agreements outlining these obligations and to obtain satisfactory assurances (as that term is contemplated in HIPAA) of such compliance by all subcontractors. To the extent you make disclosures under 45 C.F.R. § 164.504(e)(4), you will obtain reasonable assurances that PHI will be held in confidence and will not be used or disclosed outside of the intended purpose.
- j. To the extent that we may require you to carry out ACE Entities' obligations in accordance with the Agreement, under 45 C.F.R. § 164 Subpart E, you will comply with the requirements of that Subpart which apply to ACE Entities in the performance of such obligations.
- k. You shall require that your directors, officers, and employees who have access to Protected Health Information agree to the same restrictions and conditions that apply to you with respect to such information.

7.5 Compliance with HITECH Act

- a. You agree and acknowledge that you are directly subject to HIPAA as amended by the HITECH Act, including, without limitation, Sections 164.308, 164.310, 164.312 and 164.316 thereof, including its provisions relating to security and privacy of Protected Health Information as well as its enforcement and penalty provisions. You agree that you will (A) comply with all applicable security and privacy provisions of HIPAA as amended by the HITECH Act and as it may be amended from time to time; (B) not act in any way to interfere with or hinder the ACE Entities' ability to comply with HIPAA as amended by the HITECH Act and as it may be amended from time to time; and (C) use your best efforts to notify the ACE Entities without unreasonable delay and in any event within three (3) business days of discovering a "breach," as the term "breach" is defined in 45 C.F.R. § 164.402, and as the terms "breach" and "discover" are further described in 45 C.F.R. § 164.410(a)(2).
- b. In the event either party learns of a pattern of activity or practice of the other party that constitutes a material breach or violation of its obligations relating to Protected Health Information under the Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, the non-breaching party will terminate the Agreement, if feasible, or if termination is not feasible, report the problem to the Secretary. We reserve the right, in our sole discretion, to terminate this Agreement immediately upon notice in the event of any such material breach or security incident.
- c. You acknowledge and agree to adhere to any limitations on the disclosure and/or sale of Protected Health Information as required under 45 C.F.R. § 164.508(d) and/or under HIPAA.

7.6 Additional Provisions Relating to Confidentiality Generally, GLBA, and HIPAA

- a. In response to an unsolicited direct Policyholder, Certificateholder, or Consumer inquiry, you may disclose Nonpublic Personal Financial Information and Protected Health Information directly to, and may discuss such information directly with, the Policyholder, Certificateholder, or Consumer to whom such information pertains, provided that such disclosure would not violate HIPAA if we made it.
- b. We acknowledge that you may have relationships with affinity groups and associations and that, as a result, you may receive information ("Group Member Information") relating to their members (each a "Group Member") that constitutes Nonpublic Personal Financial Information and/or Protected Health Information. You and we agree that

- a Group Member's Group Member Information shall constitute Nonpublic Personal Financial Information and/or Protected Health Information only from and after the time that a Group Member applies for a Policy.
- c. You may use Information, Nonpublic Personal Financial Information and/or Protected Health Information for cross-marketing and/or cross-selling of other policies or products to the extent, but only to the extent, that the Policyholder to whom such information pertains has authorized you specifically in a writing that complies with HIPAA to do so and such marketing and selling is conducted in adherence with the restrictions on marketing and sale of PHI as provided under HIPAA.
 - d. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with GLBA and HIPAA.
 - e. You shall notify us in writing without unreasonable delay and in any event within three (3) business days after becoming aware of a violation of Sections 7.2, 7.4, 7.5, or 7.6 of this Agreement, or of the occurrence of a "security incident," as defined in 45 C.F.R. §164.304. You agree to cooperate fully with us in any security-incident investigation or resolution and agree that no notifications or communications to any individual(s), media outlets, state or federal regulatory authorities, or other third parties regarding the incident shall be made without in each instance our specific prior written consent.
 - f. You shall comply with all applicable state and local laws and regulations enacted to protect the privacy of individual personal information.
 - g. We can amend Sections 7.2, 7.4, 7.5, or 7.6 of this Agreement without your consent to reflect (i) future amendments of GLBA or HIPAA, or (ii) court orders interpreting the application of GLBA or HIPAA, or (iii) a material change in our business practices, but any such amendment shall be enforceable against you only after we have notified you.

Other principles and standards to use in daily conduct can be found in the Practical Guide to Professional Conduct. These policies, procedures and guidelines can be changed from time to time.

**Transamerica Financial Life Insurance Company
Transamerica Life Insurance Company
Transamerica Premier Life Insurance Company**



**Patrick Melchert
Vice President**

ACKNOWLEDGEMENT

I acknowledge that I have read, understood, and accept the provisions of this agreement. Except as expressly supplemented by this Agreement, all other terms and conditions contained in the Agreement remain in full force and effect.

NAME (Please Print)

AGENT NUMBER

SIGNATURE

DATE

AMENDMENT TO APPOINTMENT AGREEMENT

I, the undersigned Representative, am licensed to sell insurance and annuity products. I want **Transamerica Life Insurance Company** (“Insurer”) to appoint me as its representative for selling insurance and annuity products. Insurer is willing to do so, by entering into an Appointment Agreement with me, as amended by this Amendment.

I understand that, if Insurer and I entered into an appointment agreement without entering into this Amendment, I would have the right under the appointment agreement to receive commissions or compensation from Insurer for selling its insurance and annuity products. I also understand that Insurer is not willing to enter into an appointment agreement with me, unless at the same time Insurer and I also enter into this Amendment.

Therefore, Insurer and I agree to amend the Appointment Agreement between Insurer and me as follows.

Insurer will not pay commissions or compensation of any kind to me for selling its insurance and annuity products.

Insurer will pay commissions or compensation to _____ (“**General Agent**”) in respect of insurance and annuity products that I sell for Insurer, according to a separate agreement between Insurer and General Agent. General Agent is solely responsible for compensating me for selling Insurer’s insurance and annuity products. General Agent cannot, under any set of circumstances, create any obligation on the part of Insurer to pay commissions or compensation of any kind to me for selling any insurance or annuity product of Insurer.

I agree to indemnify Insurer and hold it harmless for any and all liability, loss, damage, claim or expense of any kind, including without limitation attorney’s fees and expenses that may result from General Agent’s payment of, or failure to pay, any commission or compensation to me for selling any insurance or annuity product of Insurer.

Except as expressly modified by this Amendment, the Appointment Agreement between Insurer and me is hereby ratified and shall be and remain in full force and effect. If there is any inconsistency between the terms of the Appointment Agreement between Insurer and me and the terms of this Amendment, the terms of this Amendment shall control.

Signature of Representative

Print name of Representative

Date signed by Representative



Cary A. Levinson & Associates, Inc
Life Brokerage Services
5551 N. University Drive, Suite 201
Coral Springs, FL 33067
800-375-2279

Agreement for Commission Annualization

(Please Type or Print in Ink)

Producer ID

Producer TIN / SSN

Office ID Code

Name (For entities: provide complete legal name)

By signing below, the producer requests that Transamerica Financial Life Insurance Company, Transamerica Life Insurance Company, and/or Transamerica Premier Life Insurance Company (each individually referred to as the "Company") make payments to the producer under a commission annualization program (the "Annualization Program"). This Agreement for Commission Annualization (the "agreement") sets forth the producer's duties and obligations with respect to the Annualization Program. Under the Annualization Program, the Company may pay commissions to the producer based on the projected first year annual premiums for policies sold by the Company through applications solicited by the producer when actual premium received by the Company may be less than a full annual premium. The producer acknowledges and understands that commissions paid based on premium payments not actually received by the Company constitute an advance payment against commissions which are anticipated to be earned by the producer if and when the remainder of the first year annual premium is received by the Company.

In addition to the terms and conditions of the applicable selling and/or producer agreement(s) with the Company (collectively, the "Producer Agreement"), the producer understands and agrees that:

1. Only policies placed in force after the date this agreement is approved by the Company will be eligible for annualization payments. Notification of approval will be provided in writing once the agreement is approved by the Company.
2. The producer hereby authorizes the Company to obtain a consumer credit report and conduct an investigation concerning the producer's character, credit, reputation and personal traits, and releases those contacted and the Company from any liability with respect to the content of the information provided and any resulting action by the Company. The producer authorizes the Company to share any personal information regarding the producer with its affiliated companies and to obtain updated or further credit reports if it so chooses at any time that this agreement is in effect or, after its termination, if any amount advanced hereunder remains unpaid. The producer understands that he or she may not be permitted to participate in the Annualization Program if he or she is delinquent in obligations to creditors, or if he or she is subject to any unpaid or unsatisfied judgment, liens, or similar matters.
3. Termination of this agreement does not terminate the Producer Agreement with the Company. However, termination of the Producer Agreement with the Company terminates this agreement and notice is not specifically required.
4. The Company may terminate this agreement without notice, in its sole discretion.
5. The producer agrees that in the event the full annual premium is not received by the Company within 12 months of the issuance of the policy or in sufficient time to prevent lapse of the policy, whichever is sooner, the Company shall have the right to charge the producer's commission account for the amount of commission paid on premium not received by the Company.
6. The producer agrees that amounts charged to his or her commission account pursuant to the foregoing may be deducted from amounts owed to the producer at such time or thereafter by the Company. The producer understands that the Company in its sole and absolute discretion may determine the amounts to be advanced under the Annualization Program and may modify or terminate the Annualization Program at any time. Without limiting the generality of the foregoing, the producer acknowledges and agrees that the Company may, in its sole discretion and from time to time, modify the persistency, production, and/or other requirements to remain eligible for the Annualization Program, as well as the percentages to be advanced and the limit on total advances. In the event of termination of the Annualization Program, any amounts advanced thereunder which have not been earned will be immediately due and payable by the producer. If payment in full is demanded, the producer agrees to pay interest on the unpaid balance on the advanced amount due.

Applicant's Signature and title if Applicant is an entity

Date



AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

Fax: # 319-355-2498 Email: afpcrcontractadmin@aegonusa.com

I hereby authorize deposits and/or immediate/same day corrections to deposits, if processed in error, to the financial institution indicated below. This authorization is to remain in full force and effect until the affiliated companies of Transamerica Life and Protection receive written notification of its termination and have reasonable opportunity to act on it.

Note:

All requested information below must be completed or the request will not be processed.

The Company will not be responsible for deposits if incorrect information is provided. NOTIFY THE COMPANY IMMEDIATELY IF YOU CLOSE OR CHANGE BANK ACCOUNTS.

All agent codes under the Federal Tax ID Number or Social Security Number listed below will be updated unless otherwise requested.

- Change account information for all Transamerica Life and Protection Companies.
- Only change account information on the agent number(s) listed below.

Please include a copy of a void check or bank letter indicating the account and routing numbers.

Name

Type of Account: Checking
 Savings

Agent Number

Name of Financial Institution

Tax ID/Social Security Number

Name of Account Holder

Signature (Required)

Routing/ACH Number

Account Number

ANTI-MONEY LAUNDERING TRAINING ACKNOWLEDGEMENT

I, _____ acknowledge that I have read and understand the Anti-Money Laundering Training for Agents materials provided by Transamerica Life & Protection. I agree to report any suspicious activity to my manager or directly to Transamerica.

(Agent Name – please print)

(Signature of Agent)

(Date)

XXX - XX- ____ ____ ____ ____
(Social Security Number – last four digits only)

TRANSAMERICA LIFE & PROTECTION

Division of the following Statutory Companies:

TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY
TRANSAMERICA LIFE INSURANCE COMPANY
TRANSAMERICA PREMIER LIFE INSURANCE COMPANY
TRANSAMERICA CASUALTY INSURANCE COMPANY
(Collectively referred to as "Transamerica")



Agent Contract Guarantee Agreement Form

Levinson & Associates, Inc. has agreed to guarantee the obligation(s) of the undersigned to repay loans, advances of commissions and/or overpayment of commissions made by various insurance companies to the undersigned. In the event at any time in the future Levinson & Associates, Inc. pays any of the aforesaid obligations; the undersigned agrees to reimburse Levinson & Associates, Inc. for the sums paid by Levinson & Associates, Inc. and further agrees that Levinson & Associates, Inc. shall have the right and is hereby authorized to charge any credit cards identified below as a non-exclusive method of receiving payment for said sums. The undersigned acknowledges that said sums may be charged at any time after Levinson & Associates, Inc. pays the obligation and acknowledges that payment by Levinson & Associates, Inc. may not be made for several years after the obligation is incurred by the undersigned. The undersigned hereby waives any statute of limitations with regard to sums owed by the undersigned to Levinson & Associates, Inc. and agrees that, in the event of nonpayment by the undersigned, Levinson & Associates, Inc. may report said obligation as unpaid to any credit bureau or reporting agency.

The undersigned agrees to immediately notify Levinson & Associates, Inc. in the event that any of the credit cards listed below are revoked, surrendered, terminated or credit is no longer available under said card. The undersigned further agrees to provide all updated information, including any replacement or expiration of said card. In the event that the undersigned contests any charge and the charge is deemed valid, the undersigned shall reimburse Levinson & Associates, Inc. for all costs and fees, including attorneys' fees, associated with such contest.

Because this authorization relates to an on-going guarantee of commercial obligations, the undersigned agrees that this authorization shall be irrevocable.

Date _____

Signature _____

Printed Name _____

AUTHORIZATION TO CHARGE SUMS TO CREDIT CARD Please initial one of the following:

I do not require commission loan advancement, and therefore am not providing credit card information below. I understand, however, that I am required to reimburse Levinson & Associates, Inc. for any sums paid as guarantee for obligations as detailed above.

I request commission loan advancement, and am providing two (2) credit card numbers below.

Card One (Required) VISA MasterCard

Card number: _____ Security Code: _____

Expiration Date: _____ Name on Card: _____

Page 2 of 2

Billing Address: _____

Cardholder Signature: _____

Card Two (Required) VISA MasterCard

Card number: _____ Security Code: _____

Expiration Date: _____ Name on Card: _____

Billing Address: _____

Cardholder Signature: _____