Integrity Life Insurance Company

National Integrity Life Insurance Company

Members of Western & Southern Financial Group

# Fixed Product Sales Agreement

SPECIAL CODE:
(OFFICE USE ONLY)

## MAILING INSTRUCTIONS

**Return this form and the Independent Agent/Agency Appointment Form (CF-21-0003) to:**
Integrity Companies, 303 Broadway, Suite 1100, Cincinnati, OH 45202-4203
**Fax**: 888.220.2677 **Email**: licensingintegrity@integritycompanies.com

**For Assistance Call:**
800.804.4465

## PART 1: AGENT OR AGENCY INFORMATION (must be completed)

A completed Independent Agent/Agency Appointment Form and Commission Schedule must be provided to all agents and subagents. ***If commissions are being assigned, do not complete this form. Only complete Independent Agent/Agency Form (CF-21-0003) if commissions are being assigned.***

**Agent or Agency Name (Please print)**
Note: This is the entity to whom commissions will be paid. Integrity/National Integrity will not provide 1099-Misc. reporting for corporations.

| Agency Contact Name | Phone # | | |
|---|---|---|---|
| Address | City | State | Zip |

## PART 2: COMMISSION CODE

Commission code from Fixed Annuity Commission Schedule

## PART 3: TERMS OF APPOINTMENT

Integrity Life Insurance Company/National Integrity Life Insurance Company hereby appoints the Agency (together with its agents) to sell its products.

**I. Duties**

The agent or agency is authorized and responsible, as an independent contractor, to:

A. solicit, collect and send contributions promptly to Integrity/National Integrity;
B. promptly deliver contracts and related documents to customers;
C. maintain any records reasonably requested by Integrity/National Integrity;
D. cooperate with Integrity/National Integrity as required to provide service for products;
E. ensure that agents or agency doesn't engage in or benefit from an unlawful, improper, unsuitable or company prohibited activity: rebating, misrepresentation, twisting, unauthorized sales or churning;
F. comply in good faith with Integrity/National Integrity's administrative procedures and all applicable laws and regulations;
G. give no tax or legal advice on Integrity/National Integrity's behalf, including, if applicable, any advice regarding maximum contribution or loan limits under tax-qualified plans and/or tax-sheltered annuities; and
H. ensure that no premiums on any products are sent to Integrity/National Integrity — including any employer's contributions, if applicable — without Integrity/National Integrity's express written consent.

**II. Commissions and Products**

A. Integrity/National Integrity shall pay the commission listed on the commission schedule (as reasonably calculated by Integrity/National Integrity) after the effective date to the agent or agency for each contribution solicited.
B. If distributions are made to a contract owner during the first year, the agent or agency shall refund any commissions in accordance with the commission schedule. If a contract owner takes an annuitization during the first contract year, the agent or agency shall refund commissions received in excess of the first-year annuitization commission.
C. By providing 30 days' written notice, Integrity/National Integrity reserves the right to revise commissions on products issued, renewed, converted or exchanged thereafter. Integrity/National Integrity also reserves the right to revise commissions (without prior notice) for products issued, renewed, converted or exchanged that involves a special customer-value program.
D. The agency is solely responsible for any commissions or other compensation due to its agents and subagents.
E. Integrity/National Integrity shall owe no commissions on any contribution received after termination of this agreement, except for contributions already solicited.
F. Integrity/National Integrity may add, remove or modify any product immediately upon written notice.
G. Integrity/National Integrity will pay all qualifying agents an additional account value trail — referred to as "Dynasty Trail" — on all eligible products.

## TERMS OF APPOINTMENT (CONTINUED)

**III. Indemnity**

Upon receipt of timely notice, each party shall defend and indemnify the other and its affiliated companies, officers, directors, employees and agents with respect to any and all losses, damages, unjust or wrongful enrichment, claims or expenses (including reasonable attorneys' fees) arising from such party's breach of any provision of this agreement or any applicable legal obligation.

**IV. Privacy and Confidential Information**

Each party agrees to hold any confidential or proprietary information about each client, the other party and affiliates (collectively "Confidential Information") in strict confidence. Each party agrees to refrain from directly or indirectly using or disclosing any confidential client information to anyone, except for the purposes of administering business or as required by law.

**V. Other**

A. Each party may audit the other's records if reasonable notice is given.
B. Neither party may use any materials referring to the other, without prior written approval. Each party must obtain the other's written approval of any advertising or other material containing references to the name(s), logo(s), trademark(s), or product(s) of such other party prior to use of such material in any manner whatsoever.
C. This agreement supersedes all prior agreements and may be amended only in writing and must be signed by both parties, except for the conditions noted in Section II.
D. This agreement may be terminated by either party in writing with 10 days prior written notice. Upon termination, all Integrity/National Integrity materials must be returned to the company. Any agent's appointment may be terminated by either party in writing.
E. This agreement, its parties and disputes, if any, shall be subject to the appropriate laws and regulations, courts and applicable rules of the State of Ohio.
F. If any provisions of this agreement are held to be invalid, the remaining provisions shall continue in full force and effect. The Duties and Indemnity sections shall survive any termination hereof to the fullest extent permissible by law.
G. This agreement may not be assigned without the express written consent of the parties.
H. Individual agents must be set up at Commission Code 5 (see corresponding commission schedule, CF-97-0005-0901).

## PART 4: AGENT/AGENCY SIGNATURES

| *I agree to the terms and conditions of the Fixed Product Sales Agreement as outlined on this document.* Agent/Agency Signature | Date |
|---|---|
| Agent Name (Please print) | Agent Phone # |

## PART 5: INTEGRITY/NATIONAL INTEGRITY REPRESENTATIVE SIGNATURE

| Integrity/National Integrity Representative Signature | Date |
|---|---|
| Name (Please print) | Phone # |
| A signed copy of this agreement will be returned to you. | |

Integrity Life Insurance Company operates in all states except NY, NH, ME and VT where National Integrity has operating authority.

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