

Annuity Investors Life Insurance Company

New Agent Name: _____

Appointing Agent: David A. Crofts, Jr.

Anti-Money Laundering Training Requirements:

- AML training was completed through LIMRA on ____/____/____
- AML training was completed through an independent program, completion certificate is attached
(If you have not met your AML training requirement, please visit our website and follow the link for training through LIMRA)

Appointment Requirements:

- Complete and Sign Prospective Agent's Application and Profile
- If Requesting Advance Commissions: Complete and Sign Annualization Advance Agreement
- If Requesting Additional Great American Life Appointment:** Complete and Sign Amendment
- If Corporate Appointment: Complete and Sign Corporate Licensing/Commission Assignment Form
- If Requesting Direct Deposit: Complete form and **attach void check**
- Include a copy of Resident State Life License(s)

Fair Credit Reporting Act Notice/Communication Authorization:

I hereby authorize Oak Tree Financial, Inc., and any and all of its affiliates or subsidiary companies, to conduct a thorough background investigation regarding my qualifications for appointment and credit worthiness, including, but not limited to, periodic debit checks through Vector One. I also understand that Oak Tree Financial, Inc. reserves the right to report any outstanding debit balances to Vector One and to revoke or suspend commission advances at any time without prior notice.

I further authorize Oak Tree Financial, Inc., and any and all of its affiliates or subsidiary companies, to communicate with me via mail, fax and/or email, unless a request is submitted by me in writing.

I agree that a fax or photocopy of this authorization with my signature will be accepted with the same authority as the original.

I have carefully read and understand these authorizations and by signing below, agree to all terms and conditions.



Agent Signature: _____  Date: ____/____/____

Please return to:

David A. Crofts & Associates, Inc.
 422 Montague Avenue, Suite #7
 Greenwood, SC 29649
 800-803-7873
 864-223-8788
 864-229-7392 (Fax)

Office Use Only: Rep: _____	Comp/Prod Cmt Level: _____	Upline: _____	Processor: _____
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IV – BACKGROUND INFORMATION

The following questions have been developed to assist the Company in selecting reputable, trustworthy Representatives to sell and promote our products. Please answer all questions. **If you answer yes to any of the questions, please attach a separate sheet with details.** The Company will use the information and our best efforts to make a fair, informed decision regarding the appropriateness of an appointment. **(A “Yes” answer to any of the following questions will NOT automatically cause this application to be denied.)**

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1) Are you currently charged with or have you ever pled guilty or no contest to, or been convicted of, any crime (excluding minor traffic offenses and including disclosure of expunged or sealed records?) | <input type="checkbox"/> | <input type="checkbox"/> |
| 2) Are you now or have you ever been the subject of any lawsuit, claim, investigation or proceeding alleging breach of trust or fiduciary duty, forgery, fraud, or any other act of dishonesty? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3) Have you ever had your agent’s license or registration suspended or revoked, or are you now, or have you ever been the subject of a professional license/registration or market conduct investigation, claim or proceeding? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4) Have you ever been involuntarily terminated or permitted to resign from employment or from an agent or representative appointment, with any insurance or other financial services company other than for lack of production? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5) Has a bonding, surety or E&O provider denied an application or claim, made payment for you or terminated coverage? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6) Are you delinquent in any personal or business financial obligations, or does any insurance or financial services company hold a claim against you for commission debit balances? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7) Are there any outstanding judgments, liens or claims against you, including delinquent tax obligations, or have you or any business in which you were or are an owner, partner, officer or director, ever filed bankruptcy?
BANKRUPTCY DISCHARGE DATE _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 8) Have you ever done business under another name? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9) At any time during the past 10 years have you, or any business, in which you were an owner, partner, officer or director, been involved in any regulatory, civil or criminal matters not disclosed above? | <input type="checkbox"/> | <input type="checkbox"/> |

V-NOTICE

I certify that the information contained herein is true and complete to the best of my knowledge and belief. ***I further understand that failure to provide true and complete information may result in the denial of this request for appointment and/or subsequent termination thereof.*** I agree to promptly notify the Company if any of the information on this application changes. I authorize the Company to conduct an investigation concerning my qualifications for appointment including my character, general reputation, credit worthiness, and person traits and release any person and/or companies contacted from all liability with respect to the information given. I authorize the Company to investigate me now and at any time while I am contracted with the Company and to share any information obtained with: affiliated companies, appointing agent up-line management and company management. I further understand that the Company may deny my request for appointment, and may subsequently rescind my appointment, at its sole discretion.

I acknowledge that I am familiar with the insurance and securities laws, (if applicable), and regulations of the jurisdictions to which I am applying for appointment.

I agree that a photocopy of this authorization and release shall be as valid and binding as an original.

I understand and agree that I am not authorized, and am expressly forbidden, to solicit business for the Company until my license and appointment have been secured.

I certify that I have read the Agent’s Agreement attached to this Application and agree to be bound by all terms and conditions of said Agreement.

Under penalty of perjury, I certify that the Social Security Number shown or taxpayer identification number shown on this form is my correct taxpayer identification number and I am not subject to backup withholding by the Internal Revenue Service.

Signature of individual soliciting appointment _____ Date _____
(Please attach copies of current licenses)

Signature of Corporate Officer (if applicable) _____ Date _____

To be completed by Appointing Agent

The undersigned certifies that the applicant has answered the above questions as indicated, and that to the best of my knowledge and belief, those answers are true and complete. The undersigned is satisfied that such applicant is trustworthy, is qualified to act as an agent, and will act in good faith with the general public. The undersigned acknowledges that they are the appointing agent of, and agree to be jointly and severally responsible for the faithful performance of the Agent’s Agreement by the agent or agency appointed herein.

Printed name of Appointing Agent _____ Agent Code _____

Signature of Appointing Agent _____ Date _____

AGENT'S AGREEMENT WITH POWER TO APPOINT



1. Parties

The parties to this Agent's Agreement with Power to Appoint ("Agreement") are Annuity Investors Life Insurance Company® (the "Company", "we", or "us"), an Ohio corporation, and the agent identified at the end of this Agreement (referred to herein as "you", "your" or "Agent," as the context requires.)

2. Appointment

The Company appoints you as its agent to solicit and procure applications/order tickets/request forms for the insurance coverage listed in the Schedule(s) of Commissions referred to on the signature page hereof, which is (are) incorporated herein and made a part of this Agreement. This appointment is effective as of the date set out at the end of this Agreement and will continue in effect until terminated.

3. Territory

Your appointment is limited to the territory in which, as of the date hereof, you are presently and validly licensed as a resident insurance agent and appropriately appointed by the Company. This Agreement will also apply to any business you do in any other locations in which you are licensed as a non-resident agent and appropriately appointed by the Company in such locations. You do not have an exclusive right in or to any such territory or location. You specifically acknowledge that the Company may, in its sole and absolute discretion, appoint additional agents, brokers and/or subproducers at any such location or within any such territory as it deems appropriate. You acknowledge that the Company may, in its sole and absolute discretion, enter into different compensation and commission structures with any such agent, broker or subproducer. You acknowledge that such additional appointments or structures may have, as their natural consequence, an effect on your business and revenues and you specifically waive any claims against the Company that may arise therefrom or in connection therewith.

4. The Company's Duties

- a. The Company will pay any fees directly related to your appointment as its agent for the territory described above, and for any renewals of such appointment. The Company will not pay the fees or charges for your life insurance license or for any examination or continuing education required for it. Also, the Company may, but is not required to, designate you as its agent at your request in other territories; provided, however, you will be responsible for all fees and other costs that apply to such designations.
- b. The Company will pay commissions to you on business you produce according to the terms and conditions set forth in this Agreement and in the Schedule(s) of Commissions referred to on the signature page.

5. Your Duties

- a. You shall solicit and procure applications/order tickets/request forms for the insurance coverage listed in the Schedule(s) of Commissions referred to on the signature page hereof that you are licensed to sell; provided, however, the Company may, in its sole discretion, refuse to accept, or require the amendment of, any application/order ticket/request form.
- b. You shall operate your business in strict conformance with all applicable laws, rules and regulations, and in conformity with this Agreement as well as the Company's rules, policies and procedures. You may not solicit or deliver policy forms in any territory or location which requires regulatory approval of such forms, or in which the Company is not licensed to do business, until such regulatory approval or licensing has been obtained by the Company.
- c. You agree to exert your best effort to keep all insurance produced by you and by agents for whom you are an Appointing Agent under this Agreement (such appointed agents being hereinafter referred to as "subordinate agent(s)") in full force and effect.
- d. You agree to be bonded in such manner as the Company may from time to time, and subject to reasonable amendment, require.
- e. You agree to be responsible for all taxes, insurance (including, but not limited to, workers' compensation) and benefits as a self-employed independent contractor. Nothing contained in this Agreement shall create, or shall be construed to create, the relationship of a partnership, franchise, joint venture or an employer and employee between the Company and you.
- f. You shall be solely responsible for and to any other person(s) you contract with or employ to fulfill your duties under this Agreement.
- g. You shall be solely responsible for and pay all expenses incurred by you, including license fees and charges that the Company has not specifically agreed to pay.
- h. You shall promptly notify the Company of any written customer complaint that relates to the sale or marketing of the Company's products, or any activity in connection with or notice of any regulatory investigation, disciplinary action, judicial proceeding and the like involving you or your subordinate agent(s). You will fully cooperate with the Company during its investigation of any consumer complaint or in connection with any other investigation being conducted by the Company.
- i. You shall maintain accurate records regarding business transacted by you pursuant to this Agreement, including customer and regulatory complaint files and such other information as the Company may reasonably require. All such records and other information shall be subject to inspection by the Company at any time during normal business hours. No entry in any record made or kept by you shall be binding on the Company. Upon termination of this Agreement and if requested by the Company, you shall immediately forward to the Company, at your cost and expense, a copy of all such financial records and documents of all business produced under this Agreement, including, but not limited to, accounting records, bank account records, underwriting files, policy records and claim files, as well as all such other documents as the Company may reasonably require.
- j. You shall not use any material, supplies or advertising in any medium or format which mentions the Company by name or logo or relates to any of its products except for that provided by the Company or with the Company's prior written approval.
- k. When engaging in any conduct or activities outside the power or authority expressly granted in this Agreement, you shall not create or permit, by action or omission, any appearance or likelihood of confusion that your conduct or activities are authorized, ratified, or are by or on behalf of the Company.
- l. You shall hold the Company harmless and defend and indemnify it against any and all liability, claim or cause of action (including regulatory or administrative proceedings), including costs and attorneys fees, resulting from or arising out of your conduct or that of subordinate agents or out of a breach of this Agreement, a violation of law or an error or omission committed by you or any of them.
- m. You shall promptly deliver all items given to you for delivery to another person or to the Company.
- n. You shall follow all instructions set out on premium receipts and conditional receipts prepared by the Company, and promptly send to it all premiums collected from applicants and any other money that the Company may authorize you to collect.
- o. You shall, where appropriate, accurately calculate any exclusion allowance or maximum deductible contribution applicable to the payment of premiums for any policies, and be solely responsible for the proper calculation of such allowance or maximum deduction by you and by subordinate agents.
- p. You shall maintain the active status of all licenses and registrations necessary to sell the Company's products and, if such active status should lapse or be placed in suspension for any reason, you shall immediately discontinue all efforts to market or sell the Company's products (including, but not limited to, the finalization of any sales already in process) and notify the Company of the same.

- q. You will keep confidential all information about the Company and Company products, including without limitation business practices, marketing strategies, computer programs, rate manuals and printed and electronic data. You will only use such information for the purposes contemplated herein and shall not disclose any such information, other than sales materials intended for distribution to customers.
- r. You will not use any “nonpublic personal information” as defined in the Gramm-Leach-Bliley Act (the “GLB”) or information subject to any other privacy law or regulation for any purpose, or disclose such information to any other person, except as otherwise permitted by therein.
- s. You will not recommend any Company product unless you have reasonable grounds, after full inquiry, to believe it is suitable for the applicant.
- t. You agree to abide by all Rules and Regulations of the Company including, but not limited to the Company’s Anti-Money Laundering Program.

6. Delivery of Policies and Contracts

- a. You shall promptly deliver all items given to you for delivery to another person or the Company; provided, however, delivery of a life insurance policy approved and issued by the Company may be made only if: (1) the proposed insured at the time of delivery is, to the best of your knowledge and belief, in as good a condition of health and insurability as is stated in the application/order ticket/request form for such policy; and (2) the first premium has been fully paid.
- b. Any life insurance policy not delivered pursuant to subsection (a) above shall be immediately returned to the Company.
- c. For each life insurance policy or annuity contract issued in a form as applied for and returned for cancellation on account of nonacceptance by the applicant or which is rewritten at your request, the Company, upon request, may require reimbursement from you for the costs associated with issuing a new policy.

7. Premium Settlements

Only the initial premium on applications/order tickets/request forms procured by or through you may be collected by you. All premium settlements shall be by check or by electronic funds transfer received subject to collection and payable to the Company. No agent or agency checks will be accepted. All such monies received by you are received as a fiduciary trust, and you shall immediately forward any such premium settlement, entire or partial, to the Company. You do not have the authority to open or maintain any bank account in or using the Company’s name or to negotiate or deposit any funds collected on the Company’s behalf.

8. Limitations

You are not authorized, and are expressly forbidden, to bind the Company by any promise or agreement, to incur any debt, expense or liability in its name or account, to enter into any legal proceedings in connection with any matter pertaining to the Company’s business, or to waive or alter any provisions of any policy issued by the Company.

9. Repayment/Indebtedness

If you owe money to the Company or any of its affiliates at any time for any reason, you understand and agree that:

- a. any amount (including commissions) that you must repay to the Company or any of its affiliates are a debt that is due and payable upon demand;
- b. interest may accrue and be payable on your debt beginning on the date of the event that creates your obligation of payment;
- c. interest shall be at the rate of 12% per annum (or such lesser rate which is the maximum rate permitted by law) and the Company may also charge you costs and reasonable fees (including attorneys fees) if your debt is referred to a third party for collection;
- d. any amounts that you owe the Company, or any of its affiliates, are and shall be secured by a first lien against any compensation that may be or become due or payable to you, which first lien is hereby granted to the Company by you and the lien hereby created shall not be extinguished by the termination of this Agreement;
- e. any amounts payable or due to become payable to you hereunder shall be subject to a lien and right of setoff for any debt from you to the Company, or any of its affiliates, whether then existing, contingent or not yet matured, all in such amounts as the Company may reasonably determine;
- f. because your potential future commission earnings act as security (under the previous paragraph) for any amounts that you owe to the Company, or any of its affiliates, you agree that with respect to any policies to which this Agreement relates, you will not induce or try to induce the reduction or stoppage of premium flow, or the transfer of premiums (in whole or in part) to any other insurance company or to any other investment instrument, for so long as any amounts are owed to the Company, or any of its affiliates, by you (including after termination of this Agreement); and
- g. the Company may charge you for, and you hereby agree to indemnify and hold harmless the Company for, any amounts owed to the Company, or any of its affiliates, by any subordinate agent, to the extent that such debt was incurred during the time that you were an Appointing Agent for such subordinate agent and these charges will be added to your indebtedness and you will be responsible for these charges as money that you owe to the Company.

10. Assignment

Neither this Agreement, nor any of your rights under it, may be assigned, pledged or hypothecated, without the prior written consent of the Company. The Company does not assume any responsibility for, or guarantee the validity or sufficiency of, any assignment. No assignment shall be operative while any indebtedness to the Company or any of its affiliates remains unsatisfied and any such assignment shall be subject to any existing or future indebtedness of yours to the Company hereunder.

11. Discontinuance of Policy Forms

Without liability to you, the Company may in its sole discretion, at any time and from time to time, (a) retire from any territory; (b) discontinue and/or withdraw any form of policy in any territory without prejudice to its right to continue use of said form in any other territory of the Company; (c) discontinue and/or withdraw any form of policy in all territories; and (d) resume the issuance or use of any form in any territory or territories at any time.

12. Commissions

- a. The Company shall pay you the commissions computed on the commissionable premiums paid to, received and accepted by the Company on applications/order tickets/request forms procured by you in accordance with this Agreement at the rate and under the conditions as set forth in the Schedule of Commissions referred to on the signature page, as amended from time-to-time by the Company. Any commission designated in any schedule shall not be deemed a “service fee” for any period of time.
- b. First year and renewal commissions shall be fully vested to you (subject to forfeiture as described in Section 14) as such commissions are earned as set forth in the Schedule of Commissions. Service fees, if any, shall not vest. No commissions will be earned on premiums paid in advance until after the due dates of the respective premiums so paid in advance and then only if the policy is in force and effect on such due dates.
- c. The Company reserves the right to revise the commission rates or conditions on any one or all of the policies or schedules at any time it deems such revision advisable, but such revision shall apply only to applications/order tickets/request forms for insurance thereafter received. If any insurance procured hereunder is subsequently and appropriately converted to, or replaced by, some other form of policy, the commissions payable, if any, under such new insurance shall be paid to you only if such conversion or replacement is affected by or through you.

- d. Subject to forfeiture as described in Section 14, commissions shall be payable no less than quarterly. If the premium on any policy secured hereunder is not paid within one hundred eighty (180) days from the premium due date and such policy is subsequently reinstated, you shall be entitled to further commissions thereon only if said policy is reinstated by or through you.
- e. Should the Company, in its sole discretion, deem it appropriate at any time to refund any premium on which you were paid any compensation, then such compensation shall be charged back to you and deducted from future commission payments.
- f. Commissions on benefit riders, term riders, replacement policies and conversions shall be payable in accordance with Company practices at the time the coverage is issued, converted or replaced, as the case may be.
- g. Subject to Forfeiture as described in Section 14, in the event of your death, any commissions due under this Agreement will be paid directly to the person or persons you have specifically designated to receive the same in your valid last Will or, if no such specific designation is made, then to your estate. If this Agreement is with a corporation, commissions will remain payable to such corporation.
- h. You must repay to the Company any commissions that it has paid to you on all controlled business (as defined below) that terminates, is rescinded, or is surrendered during the first two policy years. "Controlled business" means any business on which you may directly or indirectly either control the payment of premiums or control or influence exercise of the right to terminate, rescind or surrender, which includes but is not limited to, any policy or contract under which the owner or insured is: (i) you or your spouse or any person in your immediate family (parents, brothers, sisters, children, or their spouses) or the immediate family of your spouse; or (ii) an associate in or member or employee of your agency or any person in the immediate family of such associate, member or employee.
- i. Notwithstanding any of the foregoing, no commission shall be due and owing pursuant to the terms of this Agreement for or during any period of time during which you are in breach of the terms hereof or which arises from or relates to policies procured through any violation of law or this Agreement.

13. Termination

- a. This Agreement shall automatically terminate in the event of: (1) your being in any non-licensed status as is required for the sale of insurance; or (2) involuntary assignment of this Agreement for the benefit of creditors; or (3) your death (alternately, if you are a partnership or a corporation, upon any event legally or contractually causing a dissolution of the partnership or a termination of the corporation).
- b. This Agreement may also be terminated by either party with or without cause immediately upon notice given to the other party. The right of termination under this subsection (b) is not restricted by the provisions for termination in (a) above. You agree that you have no recourse for any damages or injury which you may suffer by reason of the termination of this Agreement.
- c. Upon any termination of this Agreement, you shall immediately pay in cash any sums due hereunder and shall immediately deliver to the Company all of the previously furnished materials, supplies, advertising and any other matter which mentions the Company by name or is connected with its business.
- d. Upon termination, commissions will be paid (subject to forfeiture as described in Section 14) in accordance with this Agreement if (1) your total commissions for the previous calendar year are equal to or greater than \$200, (2) you inform the Company of any change you make in your current mailing address as recorded at the Company's administrative office and (3) premium contributions in force as of the end of a calendar year for any annuity contracts written under this Agreement are equal to or greater than 75% of the premium contributions in force as of the beginning of that calendar year.
- e. Your record or knowledge of names of policyholders and expiration dates shall not be disclosed by you to any agent, broker, or other person, unless required by law, nor used by you for purposes of solicitation.
- f. Upon termination, you agree that you will no longer have the authority to use our name, materials, or claim any association or relationship with us.
- g. The Company reserves the right to terminate this Agreement if you fail to meet any production goals the Company sets for you.

14. Forfeiture

- a. If at any time you or your subordinate agents engage in the conduct described below, you will forfeit your right to all commissions from and after that time, and all commissions will become the Company's property:
 - (1) withhold or misappropriate any money or other property belonging to a customer or the Company;
 - (2) subject the Company to liability due to your misfeasance, negligence, error, omission or malfeasance;
 - (3) commit an act of fraud or embezzlement;
 - (4) fail to comply with the laws, rules or regulations of any federal, state, or other governmental agency or body having jurisdiction over this Agreement;
 - (5) fail to conform to the rules and regulations of the Company including, but not limited to its Anti-Money Laundering Program;
 - (6) engage in conduct that is grounds for suspension, revocation or termination of your insurance license;
 - (7) without the Company's prior written consent, induce or try to induce any agent appointed by the Company or employee of the Company to end his/her relationship with the Company;
 - (8) conduct yourself in such a manner that would tend to injure the Company's good name or good standing;
 - (9) fail to pay any indebtedness to the Company on demand; or
 - (10) systematically replace the Company's policies with those of other companies.
- b. The Company reserves the right to take disciplinary actions, up to and including termination, for violations of this Agreement.
- c. **Termination of this Agreement, for cause or otherwise, and any forfeiture described herein, are specifically agreed to and intended by the parties to be a remedy for such termination or misconduct. The parties recognize that an agent's wrongdoing as described herein may negatively affect any insurance company's reputation, including its agents' reputation, for honesty and integrity. Reputation is an important consideration in the sale of insurance to the general public and in the renewal of existing in force policies. The parties further recognize that the damages caused by an agent's intentional, wrongful or criminal acts are difficult to prove, measure, and calculate since a customer's decision to do business, or continue to do business with a company, is subject to many varied influences. Under the circumstances, the parties agree that the remedies specified in this paragraph, including forfeiture, are a fair and proportional remedy for termination or misconduct.**

15. Notices

Any notice or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed effective (unless this Agreement provides for a different period of time) upon the personal delivery thereof if delivered or, if mailed, forty-eight (48) hours after having been deposited in the United States mail, postage prepaid, and addressed in care of the Company to its then principal place of business, and in care of you to the current mailing address as recorded at the Company's administrative office, or upon receipt of a copy of such notice by facsimile.

16. Power to Appoint Subordinate Agents

- a. You may appoint subordinate agents with the Company's consent and subject to any conditions and limitations that it may require. To do so, you must use the agreement forms that the Company provides, and you must send to the Company the fully completed forms including any Commission Schedule(s) to be attached, signed by the proposed agent and by you. You will be an Appointing Agent under any such agreement and, as such, you will be responsible for the faithful performance of that agreement by the subordinate agent, including responsibility under Section 9 of this Agreement for any amounts owed to the Company, or any of its affiliates, by the subordinate agent. You agree to train, supervise, and be solely responsible for all subordinate agents.
- b. The Company will pay you overrides on business produced by subordinate agents. Overrides will be equal to the commissions the Company would pay to you if you produced the same business, less the aggregate commissions paid on that business to subordinate agents. If renewal commissions are not payable to a subordinate agent under the terms of his or her agreement and there are no amounts owed to that agent, then, at the Company's discretion, the amount that would otherwise have been paid will be part of your override commissions, unless that amount is payable to another agent for whom you are an Appointing Agent. Overrides are commissions and are subject as such to all terms, conditions, and limitations of this Agreement, including the Commission Schedule(s) and the Forfeiture provisions. If a subordinate agent is required to repay commissions under the terms of his or her agreement, then any override paid to you on the same business must also be repaid by you under this Agreement.
- c. At your request, the Company may terminate the agreement of a subordinate agent subject to any conditions or limitations that the Company may require. The Company may reappoint a subordinate agent on any basis that it sees fit at any time and without your consent and without notice to you, (i) if the agreement of a subordinate agent is terminated, whether by you, or by him or her, or by operation of law, or (ii) if this Agreement is terminated, whether by you, the Company or operation of law.

17. Law

This Agreement is signed by the Company at its administrative offices in Cincinnati, Ohio, and shall be subject to, governed by and construed in accordance with the laws of the State of Ohio without giving effect to the principles of conflicts of law thereof. Any dispute, controversy or claim between the parties hereto arising out of or relating to the provisions of this Agreement, except as specifically enumerated and exempted herein, shall be submitted to the American Arbitration Association (the "AAA") for resolution. Any such arbitration shall take place in Cincinnati, Ohio, and shall be in accordance with the Commercial Rules of Arbitration of the AAA. Costs, excluding attorney fees, for all disputes submitted to arbitration shall be divided equally among the disputing parties and shall be paid accordingly. Punitive damages may not be awarded by the Arbitrator. Notwithstanding the above provision on arbitration, nothing herein shall void, waive or alter the parties' legal and equitable remedies to (1) enjoin or otherwise address defamation of one party by the other, (2) enforce Section 9 of this Agreement or (3) indemnification. With respect to any legal or equitable action brought with respect to defamation or to enforce Section 9 of this Agreement, you acknowledge that this Agreement has a substantial legal nexus to Ohio and you agree that such disputes arising hereunder or related hereto shall be exclusively resolved (irrespective of any claim of federal jurisdiction, which is hereby expressly waived) in the courts of general jurisdiction of Hamilton County, Ohio and you irrevocably and unconditionally waive any objection to the laying of venue in such courts. You further agree to submit yourself to the jurisdiction of such courts and agree, with respect to such disputes, to the effectiveness of the service of any process, summons, notice or document by United States registered mail, return receipt requested, addressed to your last known address. You also agree that you shall not institute any suit, action or proceeding against the Company, whether by way of a claim for damages, declaratory or injunctive relief, except in said courts. The parties agree that a class action arbitration is not authorized or contemplated by this section.

18. Confidentiality

If you have been authorized by the Company to solicit and procure applications/order tickets/request forms for health insurance coverages then you hereby agree to:

- a. Not use or further disclose Protected Health Information other than as permitted or required by your Agent Agreement or as required by law.
- b. Use appropriate safeguards to prevent use or disclosure of any Protected Health Information other than as provided for in this Agent's Agreement.
- c. Report to the Company any use or disclosure of Protected Health Information not provided for by this Agent's Agreement of which you become aware.
- d. Ensure that any of your agents, employees or subcontractors to whom you provide Protected Health Information received from, or created or received by you, on behalf of the Company, agrees to the same restrictions and conditions that apply to you under this Agent's Agreement with respect to such information.
- e. Provide access to and make available for inspection or amendment the Protected Health Information, at the request of the Company, and in the time and manner designated by the Company.
- f. Provide an accounting of all disclosures of Protected Health Information upon request from the Company.
- g. Upon termination of this Agent's Agreement for any reason, if feasible, return or destroy all Protected Health Information received by you, or created or received by you on behalf of the Company. In the event that returning the Protected Health Information is not feasible, you must notify the Company of such.

For purposes of this Agent's Agreement, "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by you for or on behalf of the Company

19. General Provisions

- a. This Agreement and any disclosures, releases and authorizations signed by you with regard to your appointment as the Company's agent, constitutes the entire agreement between you and the Company and supersedes all prior agreements, whether written or oral, understandings and commitments between us. This Agreement may be amended at any time by the Company upon thirty (30) days written notice to you. Such amendment shall be effective thirty (30) days after written notice, unless you object in writing no later than fifteen (15) days after written notice is mailed by the Company in accordance with this Agreement. Any amendment to this Agreement, whether by the Company or by both parties hereto, shall be in writing.
- b. The following provisions shall survive termination of this Agreement: 5h., 5i., 5k., 5l., 5n., 6, 7, 9, 12f, 12h., 12i., 13c., 13d., 14, 17, and 18.
- c. If the Agent is a partnership or corporation, each individual signing on behalf of Agent agrees to be and shall be jointly and severally liable for any debt of the Agent and shall be subject to the lien and rights of offset provided under this Agreement and enforcement of it on the same basis and to the same extent as the Agent.
- d. Headings used in this Agreement are for convenience and reference only and shall not control the interpretation of any term or condition.
- e. Any provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
- f. The forbearance, waiver or neglect of the Company to insist upon strict compliance by you with any of the provisions of this Agreement or to declare a termination against you, shall not be construed as a waiver of any of the Company's rights or privileges hereunder.

- g. To the extent that any provision of this Agreement is in conflict with any statute, regulation, ordinance or other binding legislative or regulatory prohibition, such statute, regulation, ordinance or prohibition shall control and such provision shall be construed as void from its inception, it being the intent of both parties hereto to fully and completely conform to the laws of each jurisdiction in which the Company's business is being conducted.
- h. You agree to adopt and abide by the Principles and Code of Ethical Marketing adopted by the Insurance Marketplace Standards Association.
- i. You agree that by providing your fax number, email address, mail address, and telephone number that you are providing consent to receive advertisements and other communications by fax, e-mail, mail and telephone from or on behalf of the Company and its affiliates. You understand that you can revoke your consent by submitting a written request, using the appropriate form if applicable, to the Company.
- j. You hereby authorize the Company and its affiliates to release information about you maintained by the Company or its affiliates to state or federal regulatory or law enforcement authorities on request.
- k. You agree that you are an independent contractor and not an employee of the Company.
- l. You agree to maintain the confidentiality of any nonpublic personal information about your sub-agents that we are authorized by your sub-agents to provide to you.

DO NOT WRITE BELOW THIS LINE – TO BE COMPLETED BY HOME OFFICE

Schedule of Commissions _____

Annuity Investors Life Insurance Company®

Agent Number _____

This Agreement will be of no force or effect unless countersigned below by an authorized Officer of the Company.

By _____
Signature

Its _____
Title

Effective Date _____



DIRECT DEPOSIT OF COMMISSIONS AUTHORIZATION AGREEMENT

Sign up for the Great American Financial Resources® direct deposit program, and we'll deposit your commissions into your bank account within **three** business days from when your commissions are scheduled to be paid. You can **CHOOSE** how you want to receive direct deposit—just complete the form below and return it with your contracting paperwork.

- YES, I WANT TO RECEIVE COMMISSION DEPOSITS VIA DIRECT DEPOSIT AND SIGN UP FOR GAFRI'S SECURED AGENT WEB SITES.**
I understand I must register for the secured agent site to access and view my commission statements. (Sign-up requires computer and Internet access.) **To register, I will complete the registration process on www.GAFRI.com.**

Select your payment frequency below:

- Daily

 Weekly

 Biweekly

 Monthly (15th of each month)

- I hereby request a change to my existing direct deposit as indicated below.

Your request will become effective in approximately 15 days

Please note: The frequency of commission statements generated on www.GAFRI.com will match the payment frequency selected for commission deposits as selected above. I understand GAFRI will not withdraw any funds from my account.

I (we) hereby authorize Great American Financial Resources (“The Company”) to initiate credit entries to my checking/savings account, and if necessary, debit entries and adjustments for any credit entries in error to my account, as indicated below. I also authorize the depository institution named below (“Depository”) to credit and/or debit the same to such account.

Depository Name		Branch Phone Number
City	State	Zip Code
Transit/ABA Number	Account Number <input type="checkbox"/> Checking <input type="checkbox"/> Savings	

This authority remains in force and effect until the Company receives written notification from me (or either of us) of its termination in such time and manner as to afford the Company and the Depository a reasonable opportunity to act on it.

Date	Social Security Number	Agent Code #
Name on Account (Please Print)		Authorized Signature
Additional Name on Account (Please Print)		Authorized Signature of Additional Name

➔ **ATTACH VOIDED CHECK HERE AND RETURN TO—**

Great American Financial Resources® • Attn: Licensing Department 11th Floor
 P.O. Box 5420 • Cincinnati, OH 45201-5420
 Fax Number (513) 412-8019

**ANNUALIZATION
ADVANCE AGREEMENT**

This Annualization Advance Agreement ("Advance Agreement") executed this day of _____, 20_____, between Annuity Investors Life Insurance Company® ("we", "us", "our") and _____ ("you", "your"), the Agent identified below, is attached to and becomes part of certain Agent Agreement dated _____ between the Company and the Agent (the "Agent's Agreement"),

wherein it is mutually agreed as follows:

1. While this Agreement remains in effect, we will advance to you annualized first year commissions and overrides (if applicable) on policy forms that are deemed in our sole discretion to be advanceable by us (hereinafter referred to as "policy forms") at the rates and subject to the terms set out below. We may in our sole discretion advance on the same basis annualized commissions and overrides (if applicable) on increases in premiums paid during the first year that the increase is in effect on the policy forms if (a) the annualized premium increase for a particular policy is at least \$1,000.00 and (b) you specifically request such advances in writing on a case-by-case basis. "Policy forms business" means business authorized under your Agent's Agreement.
2. Your annualized commissions and overrides will be based on (a) your Agent's Agreement, (b) the rates set out in the Commission Schedule(s) that is (are) part of your Agent's Agreement, and (c) the total of periodic (monthly) premiums set out in the application for the policy forms or the annualized premium increase. We will advance _____% of your annualized commissions and overrides while this Advance Agreement remains in effect.
3. An advance will be made upon receipt at our Administrative Office in Cincinnati, Ohio of a fully completed application and any other forms we may require if the date of the application is less than 60 days prior to the date of the first salary reduction or other form of premium payment, unless otherwise indicated below:
_____Advances will be made upon receipt of the first salary reduction or other form of premium payment.
4. Advances previously made will be charged back (deducted) from subsequent advances that would otherwise be made: (a) if the first premium is not paid by the end of one month after the date of the first salary reduction stated on the application, in which case a new advance may be made in our sole discretion as of the date of the receipt of the first premium payment; (b) to the extent of any error in the amount of advances made; (c) to the extent that the commissions or overrides annualized have not been earned upon cancellation of a policy or at the death of a policyholder; and (d) in full upon rescission of a policy, for any reason, even if a policy is rescinded voluntarily within our sole discretion. "Cancellation of a policy," for purposes of this Advance Agreement, includes surrender as a whole or discontinuance of premium payments.
5. The outstanding balance of advances made to you shall be a debt that you owe to us, and we shall have a first lien against all monies we may owe to you from time to time to secure that debt, including any interest payable as provided in Paragraphs 6 and 7 of this Advance Agreement.
6. Any balance owed us either as a result of advances made under this Advance Agreement or as a result of the charge-back provision in Paragraph 5 will bear interest at the rate set forth in the Agent's Agreement or at the highest rate permitted by law.
7. _____% of a policy's first year commissions and overrides, and of commissions and overrides on increases (if allowed) will be payable in advance under this Advance Agreement. One hundred percent (100%) of the earned commission on each of the policy's premiums will be applied to offset this debt, until it is paid in full. Thereafter, commissions will be payable as earned. So long as this Advance Agreement has not been terminated, renewal and single sum transfer commissions will be paid to you as earned under and subject to the terms and conditions of your Agent's Agreement.
8. If this Advance Agreement is terminated by you or us, automatically, with or without cause, the debt you then owe us under this Advance Agreement shall become due and payable immediately, and you shall pay us interest at the rate set forth in your Agent's Agreement if any are at the highest rate permitted by law on any balance remaining unpaid thereafter. In such event, in addition to any other remedies set

forth in your Agent's Agreement, we may enforce our lien under Paragraph 5 of this Advance Agreement by offset of the debt you owe us against monies we owe you or that become owing to you immediately and without notice or resort to judicial process.

9. In addition to any debt under this Advance Agreement, including interest, you agree to pay us all costs and reasonable fees (including attorneys fees) and costs of collection that we incur to effect payment of your debt, which will become part of that debt.
10. Neither this Advance Agreement nor any rights under it may be assigned without our prior written consent.
11. This Advance Agreement may be terminated at any time with or without cause, by either party by giving notice to the other by mail at the last known address, by telephone or telefax, or given in person. The termination will be effective immediately unless otherwise stated. Either you or we may suspend further advances and annualization of commissions and overrides, without termination of this Advance Agreement, on the same basis and in the same way. This Advance Agreement will terminate automatically upon and at the same time as termination of your Agent's Agreement.
12. If you are a partnership or corporation, each individual signing below on your behalf shall be jointly and severally liable for any debt hereunder and shall be subject to the lien provided under Paragraph 6 and enforcement of it on the same basis and to the same extent as you.
13. This is the entire agreement between you and us as to advances of annualized commissions and overrides, and it amends your Agent's Agreement only as and to the extent stated. Any change in this Advance Agreement may be made only in writing signed by us.
14. This Advance Agreement is signed for us at our Administration Office in Cincinnati, Ohio, and shall be subject to and construed under the law of the State of Ohio.

PRINT HERE

Agent's Printed Name

Social Security Number

SIGN HERE

Agent's Signature

Date

SIGNATURES OF APPOINTING AGENTS

(Each Appointing Agent/Managing General Agent agrees to be jointly and severally liable for any debts, as that term is described in the above Advance Agreement, of the agent signing the above Advance Agreement, and each Appointing Agent/Managing General Agent agrees that such a debt will be a first lien against any money owed by us to the Appointing Agent/Managing General Agent.)



Appointing Agent's Signature

Date

David A. Crotts, Jr.

Managing General Agent

Date

ANNUITY INVESTORS LIFE INSURANCE COMPANY

Approved By:

Signature

Date

Title



AMENDMENT

THIS AMENDMENT (“Amendment”) is made and entered into by and between Great American Life Insurance Company (“GALIC”), Annuity Investors Life Insurance Company (“AILIC”) and the undersigned Agent (“Agent”) and is intended to form a part of that certain Agent Agreement to which it is attached (“Agreement”).

WHEREAS, the parties desire to amend the Agreement to allow Agent to solicit insurance applications/order tickets on behalf of GALIC.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration in hand paid, including, but not limited to, the consideration supporting the Agreement, the parties agree that the Agreement is amended as follows:

I. GALIC is hereby added as a party to the Agreement. All reference in the agreement to the term “Company” is hereby deemed to include GALIC and/or AILIC as the case may be unless the context clearly indicates otherwise.

II. Agent hereby authorizes GALIC and/or AILIC as the case may be to conduct an investigation into his/her qualifications for appointment including, but not limited to, his/her character, general reputation, credit worthiness, and personal traits and releases all persons and/or companies contacted from all liability with respect to the information given. The undersigned authorizes GALIC and/or AILIC as the case may be to investigate him/her now and at any time while he/she is contracted with GALIC and/or AILIC and to share any information obtained with: affiliated companies, the up-line management of his/her appointing agent and Company management. The undersigned further agrees that GALIC and/or AILIC as the case may be may deny his/her request for appointment, revoke an existing appointment, or subsequently rescind his/her appointment, at any time in its sole discretion.

III. The undersigned acknowledges that he/she is familiar with insurance and security laws (if applicable) and the regulations of the jurisdictions to which he/she is applying for appointment.

IV. A photocopy of the authorization and release contained herein shall be as valid and binding as an original.

V. The undersigned certifies under penalty of perjury that the social security number or taxpayer identification number shown on this Amendment is his/her correct taxpayer identification number and the undersigned is not subject to backup withholding by the Internal Revenue Service.

VI. All other terms and conditions of the Agreement remain unchanged.

Our subsidiaries include: Great American Life Insurance Company®
Annuity Investors Life Insurance Company®
Loyal American Life Insurance CompanySM
United Teacher Associates Insurance Company
Great American Life Assurance Company® of Puerto Rico

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

GREAT AMERICAN LIFE INSURANCE COMPANY

By: _____

Its: _____

Date: _____

ANNUITY INVESTORS LIFE INSURANCE COMPANY

By: _____

Its: _____

Date: _____

AGENT

(Signature)



AGENT

(Printed Name of Agent)



Signature of Corporate Officer (if applicable):

Address: _____

Telephone Number: _____

Agent Number (if any): _____

Social Security #/Taxpayer ID: _____

TO BE COMPLETED BY APPOINTING AGENT

The undersigned certifies that he/she is satisfied that Agent is trustworthy, is qualified to act as an agent and will act in good faith with the general public. The undersigned acknowledges that he/she is the appointing agent of Agent and expressly agrees to be jointly and severally responsible with Agent for the faithful performance by Agent of all terms and conditions of the Agreement by the agent or agency appointed herein.

Printed Name of Appointing Agent: David A. Crotts, Jr.

Signature of Appointing Agent:

Date: _____ Agent Code: _____

I. TO BE COMPLETED FOR CORPORATE LICENSING

All areas must be completed. Please print or type. Attach all applicable individual and corporate license copies.

Name _____ Business Phone () _____
Name of corporation as it appears on Agreement

Address _____ Fax Number () _____
Street

_____ Tax I.D. Number _____
City County State Zip Code

Corporate Officers

1. _____
Name Title Social Security No.

2. _____
Name Title Social Security No.

3. _____
Name Title Social Security No.

4. Is corporation appointed with any other life insurance company?
 Yes No (Company) _____

Please complete Sections II and IV.

II. TO BE COMPLETED FOR COMMISSION ASSIGNMENT

Please use this letter as your authorization to send any commission income due me to:

_____ Address of Assignee
Name of Assignee

_____ on my behalf.
City State Zip Code

I understand and agree that:

- 1) For income tax purposes, any commission income which I earn will continue to be reported to me unless Section III on the reverse side is completed.
- 2) You are making these payments as an accommodation to me and that you are making them at my express direction.
- 3) I am not making this authorization in order to evade any state law or laws which require that no payments can be made to any entity for the sale or solicitation of insurance, except to licensed agents.
- 4) This assignment does not assign any rights, duties or obligations under my General Agents Agreement other than the right to receive commissions.
- 5) The payment of commissions made under this assignment shall provide full and complete discharge of the Company's payment obligation under the General Agent's Agreement.
- 6) I warrant that I have not executed any other commission assignments.
- 7) I will indemnify and hold you harmless from and against any and all claims, loss or damage you may incur in complying with or carrying out this authorization.

The Assignee must revoke this authorization by prior written notice to the Company.

This assignment applies to any commission income due to me on (check one):

- All inforce policies and all policies issued in the future.
 Only policies issued in the future.



III. TO BE COMPLETED IF COMMISSION INCOME IS TO BE REPORTED TO ASSIGNEE

The Assignee under the foregoing commission assignment hereby certifies that the Agent making the assignment is the employee of the Assignee, that the Agent's activities under the General Agent's Agreement with the Annuity Investors® Life Insurance Company are subject to the direction and control of the Assignee, and that commission income earned by the Agent and paid to the Assignee should be reported as the income of the Assignee.

Assignee: _____ Tax I.D. Number _____



By: _____ Title: _____ Date: _____

ACKNOWLEDGMENT BY COMPANY

Annuity Investors Life acknowledges the Assignee's right to direct and control the Agent's activities. This acknowledgment, however, shall not be taken as an amendment to the General Agent's Agreement, nor relieve the Agent of any duties or obligations under that Agreement, nor limit the rights of Annuity Investors Life Insurance Company to enforce the terms of that Agreement against the Agent.

By: _____ Title: _____ Date: _____

IV. TO BE COMPLETED FOR ALL REQUESTS

_____		_____
Agent's Name - Printed or Typed (Assignor)		Agent's Social Security Number
_____		_____
Agent's Signature		Date

FAIR CREDIT REPORTING ACT DISCLOSURE

RETAIN FOR YOUR FILES

This is to notify you that in connection with your application for appointment, you have authorized us to procure a consumer report on you as part of the process of considering your application. In the event that information from the report is utilized in whole or in part in making an adverse decision, before making the adverse decision, we will provide you with a copy of the consumer report and a description in writing of your rights under the Fair Credit Reporting Act.

Please be advised that we may also obtain an investigative consumer report including information as to your character, criminal history, creditworthiness, general reputation, personal characteristics and mode of living. Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the information requested. The company reserves the right to obtain an investigative report now and at any time while you are contracted with the company.

RETAIN FOR YOUR FILES