

Employee Benefits Marketing Agreement

Products and financial services provided by
American United Life Insurance Company®
a ONEAMERICA® company
One American Square, P.O. Box 6123
Indianapolis, IN 46206-6123
1-800-553-5318
www.oneamerica.com



THIS MARKETING AGREEMENT is made and entered into by and between American United Life Insurance Company® (AUL) of Indianapolis, Indiana, (hereinafter "Company"), and

person not a licensed and appointed representative of the Company.

(hereinafter "Producer").

The Company agrees the Producer may solicit applications for AUL Group insurance products shown in **Schedule A** and in such other territory as may be agreed upon, without exclusive representation, and subject to the terms of this marketing agreement.

The Producer is now and shall in the future be an independent contractor of the Company. Nothing contained in this marketing agreement shall be construed to create the relationship of employer and employee between the Company and the Producer.

The Company agrees to the Producer to pay compensation to the Producer according to the terms and provisions of the schedules attached to and made a part hereof and by the provisions of this marketing agreement.

1. Authority of Producer

- A. Following proper licensing/appointment with Company, the Producer is authorized to market AUL Group insurance products only upon compliance with the terms, conditions of the insurance contracts and the Company policies and procedures.
- B. The Producer shall not have the power to make, alter or discharge any contract, waive any forfeiture, extend the time for or waive payment of any premium, or incur any obligation or liability for which the Company shall be responsible.
- C. The Producer shall not use any advertising with respect to the Company in any publication whatsoever or distribute any circulars or promotional literature without prior written authority from the Company or write any letters to any publications respecting the Company without first obtaining the prior written authorization of the Company.
- D. The Producer shall not misrepresent or omit important facts in any application or supplemental material.
- E. Producer has no authority to make any representations to any applicant, policyholder or insured as to benefits due on any claim or potential claim. All decisions related to claims are within the sole discretion of the Company.
- F. The Producer shall not pay or allow any rebate of premiums or compensation in any manner, directly or indirectly, nor accept business from or pay any compensation to (1) an agent whose name does not duly and rightfully appear on the application or (2) any

2. Duties Of Producer

A. General Duties

The Producer shall be free to exercise his own reasonable and prudent judgment as to applicants solicited and time and place of solicitation.

B. Expenses

The Producer shall pay all expenses incurred by him in the performance of this marketing agreement, together with all local and municipal license fees and taxes (including occupational and privilege taxes) imposed on the Producer.

C. Remittances and Reports

The Producer shall remit to the Company all monies or other property belonging to it not later than the business day next succeeding the day in which such monies or property are received by him. He shall be responsible for Company money or property entrusted to him.

D. Records

The Producer shall keep a record of business transacted by him hereunder and the Company shall have the right to examine the same when and as often as it may choose.

E. Conduct

The Producer shall:

- (1) comply with all applicable State and Federal laws, rules and regulations, including those dealing with the disclosure, transmission or retention of customer information;
- (2) comply with the Company's rules, regulations, policies and procedures respecting the conduct of its business, including any other industry best practices as required by the Company; and
- (3) conduct himself as not to affect adversely the business, good standing or reputation of himself or the Company.

F. Liability of Producer

The Producer shall be liable to the Company for all compensation:

- (1) received on policies or contracts which are rescinded;
- (2) advanced before they are earned, if the premium or deposit for which they are advanced is not paid

when due;

- (3) allowed upon unearned premiums in the event a policy is terminated prior to the policy anniversary; and
- (4) received upon premiums or deposits which are returned or refunded by the Company.

In addition, the Producer shall be liable to the Company for:

- (1) any premiums or deposits collected by him which are not remitted to the Company;
- (2) Company property or money entrusted to him which is lost, stolen, or damaged;
- (3) the outstanding debit balance, in accordance with the Company's rules and procedures.

Payment for this liability shall be in cash or by charge against the Producer's account, at the option of the Company.

To secure and enforce the Producer's obligation hereunder, the Company shall have the lien and right of offset created by Section 4, in addition to any and all other rights and benefits the Company may have under this marketing agreement or may be given by law.

Producer agrees to indemnify, defend and hold harmless Company, its officers, agents, and employees, from any claims, demands, causes of action, damages, suits or costs of any kind that may be brought against Company, whether at law or in equity, arising from or caused by any acts or omissions of Producer under this marketing agreement.

G. Privacy

All non-public information obtained by the Producer on behalf of the Company in the performance of his duties and responsibility under this marketing agreement shall be held in the strictest of confidence and shall not be used for any other purpose except to perform his duties under this marketing agreement. Such information shall not be disclosed to any third party without the express written consent of the company or as may be required by law and the Producer shall establish procedures to protect the security and confidentiality of such information. Non-public personal information shall mean any financial or health information furnished to Producer in the performance of his duties and responsibility under this marketing agreement.

H. Errors and Omission Insurance

The Producer, at his expense, shall acquire and maintain Error and Omissions Insurance through a carrier acceptable to the Company in an amount specified by the Company.

3. Compensation

A. Writing Compensation

- (1) The Company will pay to the Producer compensation in accordance with the schedules attached hereto subject to the provisions of this section; such compensation to be allowed on premiums paid for the specified policy year on AUL Group insurance products shown in Schedule A upon applications personally secured and serviced by the Producer. The Company may pay annualized commissions based upon its practice as opposed to paying compensation when premiums are paid.
- (2) Producer will pursuant to applicable laws disclose to the policyholder(s) compensation paid by Company related to the specific policyholder.
- (3) The Company may change or amend the attached compensation schedule(s) at any time. The Company will publish any new compensation schedule and designate the date on which it is to become effective.

B. Forfeiture of All Compensation

The Producer shall forfeit all compensation if he violates any of the applicable insurance laws including but not limited to twisting and rebating, or in any way inducing policyholders of the Company to lapse or unless requested by the policyholder, terminate their contracts with the Company.

4. Company Lien and Offset

The Company shall at all times have a lien on compensation due or to become due to the Producer or his estate to the extent of any indebtedness of the Producer to the Company and any company within Company's mutual holding company structure whether arising under this marketing agreement or otherwise, and may at any time offset against such compensation the amount of any such indebtedness.

5. Breach Of Contract

If the Producer shall withhold or convert to his own use or for the benefit of others any funds belonging to the Company, or shall withhold or convert to his own use or for the benefit of others any funds belonging to the policyholders of the company or their beneficiaries, or shall fail to submit any applications for policies or violate or breach any of the terms, duties or conditions of this marketing agreement, then any compensation and all claims whatsoever accruing to the Producer under this marketing agreement shall become forfeited and void, and this marketing agreement may be immediately terminated by the Company at its option.

6. Termination

A. Automatic Termination

This marketing agreement shall automatically terminate upon the first to occur of the following:

- (1) The death of the Producer; or

- (2) The date of the signing of any subsequent contract between the Producer and the Company.

B. Voluntary Termination

- (1) The Company may immediately terminate the marketing agreement if the Producer:
 - (a) withholds or converts to the use of himself or others any funds belonging to the Company, its policy or contract holders or their beneficiaries;
 - (b) fails to timely submit any application for a policy or contract; or
 - (c) violates or breaches any of this marketing agreement's terms, duties or responsibilities.
- (2) Either party may terminate this marketing agreement at any time by giving 30 days advance written notice of such termination to the other.
- (3) Notice of termination shall be by mail to the last known business address of the other.

7. Assignment

No assignment of this marketing agreement or any rights hereunder shall be binding on the Company without its written consent; and any such assignment shall be subject to the rights of the Company under Section 4 of this marketing agreement.

8. General Provisions

A. Final Decision on Contracts Written

The Company may at its sole discretion reject or postpone any application, or offer an insurance policy or contract of a different kind, date, amount or at a different premium rate.

B. Statement of Account

The Company will at reasonable intervals furnish to the Producer a statement of his account and the Producer shall submit any objection to such statement, including the basis of the objection, in writing to the Company within thirty days after the date the Company mailed the statement to the Producer.

C. No Waiver

The failure of the Company to exercise any right or privilege under this marketing agreement, even if known to the Company, shall not be deemed a waiver of such right or privilege. Any waiver in order to operate as such must be in writing and signed by an officer of the Company.

D. Trust Funds

All collections shall constitute trust funds, separate and distinct from all other funds of the Producers, and shall not be subject to any use whatsoever by him, and all such monies shall be remitted to the Company as prescribed in Section 2, Subsection C of this marketing agreement.

E. Entire Agreement

This marketing agreement represents the entire agreement between the parties and no modification of supplemental agreement concerning it shall be binding unless reduced to writing and signed by the Producer and an officer of the Company.

Any and all previous contracts made by the Producer and the Company are hereby canceled.

F. Forbearance

The forbearance or neglect of the Company to insist upon the strict compliance by the Producer with any of the provisions of this marketing agreement, whether continuing or not, shall not be construed as a waiver of any of the Company's rights or privileges hereunder. No waiver of any right or privilege of the Company rising from any default or failure of performance by the Producer shall affect the Company's rights or privileges in the event of a further default or failure of performance

G. Governing Law

This marketing agreement shall be interpreted in accordance with the laws of the State of Indiana.

H. Interpretation and Construction

The captions or headings to the various articles, sections, and paragraphs are inserted only as a matter of convenience and for reference and in no way define, or limit in any way, the scope of the provisions hereof. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders, as well as the neuter. The compensation schedules referenced herein and/or attached hereto are incorporated by reference and made a part of this marketing agreement. Further, additional or replacement compensation schedules, or amendments thereto, published by the Company shall be effective as of the date stipulated, as if the same had been originally a part of this marketing agreement.

I. Accuracy of Information

Producer represents and warrants to Company that, as of the Effective Date of this marketing agreement any information or documents provided to Company by Producer prior to and after the Effective Date and the facts and other matters contained in the foregoing are true and accurate to the best of Producer's knowledge and belief.

J. Arbitration

Any controversy or claim arising out of or relating to this marketing agreement, the sale or solicitation of any policy, or its breach thereof whether in tort, contract, breach of duty (including but not limited to) any alleged fiduciary, good faith, and fair dealing duties, shall be decided by binding arbitration in accordance with the Federal Arbitration Act, the procedures of the commercial arbitration rules of the

American Arbitration Association, and this marketing agreement. The Court of Arbitrators, which is to be held in Indianapolis, Indiana, shall consist of three (3) qualified arbitrators familiar with group insurance products. The selection of the arbitrators shall be conducted within thirty (30) days after proper service of a demand for arbitration. One of the arbitrators shall be appointed by Producer, one by Company, and the third shall be selected by the first two appointees prior to the beginning of arbitration. Should the two arbitrators be unable to agree upon the choice of a third, the appointment shall be left to the President or any Vice President of the American Arbitration

Association. The arbitrators shall decide by a majority of votes, the award shall be in writing, the decision shall be signed by a majority of the arbitrators, and they shall include a statement regarding the reasons for the disposition of any claim. Judgment on the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The parties are not precluded from challenging the decision under the Federal Arbitration Act or applicable law. Each party shall bear the expense of its own attorney and arbitrator, and shall share equally with the other party the expenses of the third arbitrator and of the arbitration.

IN WITNESS WHEREOF the parties have executed this marketing agreement in duplicate as of the effective date set forth above.

Producer

American United Life Insurance Company®

By: _____

Printed _____

Printed _____

(Title) _____

(Title) _____

Date: _____ EIN or SSN: _____

Date: _____

Driver's License # _____

State of Domicile _____