

**ADDENDUM TO SELLING AGREEMENT
FOR ESIGNATURE**

This ADDENDUM, dated as of _____ (the "Effective Date") is entered into by and among Company and Distributor (each, as defined below), in connection with and is hereby attached to and becomes a part of the Selling/Agency Agreement, dated _____, as amended, by and among [Carrier Entity 1], [Carrier Entity 2], and [Carrier Entity 3] (collectively referred to as the "Company"), and [Financial Intermediary] and its affiliated insurance agencies (collectively, the "Distributor") (the "Selling Agreement"). Company and Distributor are each referred to herein individually as a "Party" or together as the "Parties."

WHEREAS, the Parties previously entered into the Selling Agreement for the sale and servicing of certain annuity contracts; and

WHEREAS, the Parties wish to set forth certain policies, procedures and other requirements that the Parties have agreed are necessary and appropriate, and pursuant to which they have agreed to conduct annuity business electronically, a component of which permits a customer to apply to purchase an annuity contract from Company, and to make post-issue contractual changes to that or another annuity contract purchased by the customer from the Company via electronic signature (the "eSignature Process").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the Parties hereby agree to modify and amend the Selling Agreement on the following terms and conditions:

I. ESIGNATURE PROCESS

1. The Parties agree the eSignature Process will comply with applicable laws and regulations, including the Electronic Signatures in Global and National Commerce Act ("ESIGN"), the Uniform Electronic Transmissions Act ("UETA"), in each case, as may be amended from time to time.
2. The Parties acknowledge that the Distributor's eSignature Process will comply with protocols appended hereto as Exhibit A, as may be amended from time to time by the Parties ("Annuity eSign Protocols").
3. To the extent the Distributor utilizes a third-party vendor ("Third-Party Vendor") in connection with the eSignature Process, that Third-Party Vendor's eSignature Process will comply with Annuity eSign Protocols.
4. The Parties acknowledge that they will not utilize eSignature in any state where such use would not be permissible. To fulfill this obligation, the Parties acknowledge the Distributor will rely on the Company to establish and keep current state eligibility requirements in any third-party platform as the parties may later agree ("Third-Party Order Entry Platform").

5. The Parties acknowledge that they will not use the eSignature Process for transactions specifically prohibited by the other Party. Should the Distributor utilize (“Third-Party Order Entry Platform”), each Party is responsible for setting and maintaining transaction settings on the so as to prevent the use of the eSignature Process for transactions that are prohibited by that Party. Should the Distributor not utilize (“Third-Party Order Entry Platform”), prohibited transactions should be agreed upon in Exhibit B.
6. In connection with the eSignature Process, should the Distributor choose to utilize (“Third Party Order Entry Platform”) each Party will enter into a contract to utilize eSign functionality on the Third-Party Order Entry Platform. Each Party is responsible for the costs it incurs in connection with the Third-Party Order Entry Platform, including any initiation costs and per transaction costs.
7. For those transactions or products that are eSignature eligible, Company will maintain relevant forms and the requisite settings in the Third-Party Order Entry Platform so that the forms can be executed, and transactions effectuated, via eSignature.

II. GENERAL PROVISIONS

1. Any Party engaging a Third-Party Vendor to fulfill any of their respective obligations hereunder is responsible for all of the acts and omissions of such Third-Party Vendor as if such acts were performed by such Party.
2. Terms and conditions of this Addendum are in addition to, and not in limitation of, the terms and conditions of the Selling Agreement which, other than as provided herein, remain unchanged and in full force and effect. With respect to annuity purchases and post-issue contractual changes that are not transacted through the eSignature Process, nothing herein shall be construed to modify the Selling Agreement. This Addendum may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Executed counterparts may be effectively delivered electronically or via facsimile.
3. To the extent that the terms of this Addendum are inconsistent with the terms of the Selling Agreement, or any amendments or other addendums thereto, with respect to the subject matter of this Addendum, the terms of this Addendum shall control.
4. Upon a Party’s material breach of this Addendum, the non-breaching Party may immediately terminate the Addendum. Absent material breach, either Party may terminate the Addendum by giving ninety (90) days prior written notice to the other Party. The Parties may terminate the Addendum without terminating the Selling Agreement. However, upon termination of the Selling Agreement, this Addendum shall immediately terminate and be of no further force or effect upon the termination of the Selling Agreement.

III. PRIVACY

A Party will notify the other Party promptly and without unreasonable delay upon learning of any breach or attempted breach of the eSignature Process used in connection with the purchase of, or to affect post-contractual changes with respect to, the Company's annuity contracts.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed and delivered by their respective duly authorized officers.

[Carrier Entity 1]

Name: _____
Title: _____
Signature: _____
Date: _____

[Carrier Entity 2]

By:
Name: _____
Title: _____
Signature: _____
Date: _____

[Carrier Entity 3]

By:
Name: _____
Title: _____
Signature: _____
Date: _____

[Financial Intermediary]

By:
Name: _____

Title: _____

Signature: _____

Date: _____

ESIGNATURE ANNUITY APPLICATION PROTOCOLS (Exhibit A)

Financial Intermediary eSignature Overall Requirements

- eSign must always be a client choice.
- System must be compliant with applicable regulatory and legal requirements.
- Must obtain and document signer's consent to conduct business electronically (e-consent) for the particular signing session.
- Guided navigation features that move the signer to each action required (i.e. signature, acknowledgement) must be disabled.
- All signers must have ability to access and retain signed documents.
- Financial Intermediary must receive, in a timely and automated fashion, all documents and associated audit records sent for eSignature whether signed, declined or expired, for retention at the firm.

Financial Intermediary eSignature Specific Requirements

1. Compliance with eSign Act, Uniform Electronic Transactions Act (UETA) and other applicable regulatory requirements (e.g., SEC, FINRA, IRS, etc.).
2. E-Mail address verification and control
 - Must have reasonable controls to verify e-mail address ownership.
 - Must have process to remediate failed delivery of e-mails.
3. Authentication of eSigner
 - Must have reasonable process to confirm identity of person completing eSignature.
 - Authentication must involve the use of a second factor in addition to verified email, such as a text code, autodialed call, shared secret or other type of authentication as approved by Financial Intermediary policies and procedures.
4. Disclosure and terms/conditions confirmation and consent
 - Must present appropriate Disclosures and/or Terms and Conditions for each document and require an action by the signer to view.
 - Signer must attest they have read and agree to disclosures before signing.
 - Browse wrap functionality is not allowed.
5. Act of completing eSignature
 - Signer must take action to insert eSignature, initials or acknowledgement to complete the signing process.
 - Signed document must have eSignature, initials and/or acknowledgement attached.
6. eSignature records
 - Financial Intermediary must be able to retrieve and store all documents in an automated and timely fashion.
 - Completed documents must be tamper proof.
 - A systematically generated digital audit trail of actions taken must be generated and archived by the firm.
 - Audit trail must include detailed history of actions taken, the type of authentication, email address, phone number (if text or phone authorization used), and disclosure tracking evidence.
 - Must have reasonable controls for storage by firm and purge from eSignature system.

PROHIBITED TRANSACTIONS (Exhibit B)

Distributor may submit transactions to Company for all transactions with the exception of the following:

(Potential examples: Payments made to entities other than contract owners, or for the benefit of contract owners; Any transactions where a manual signature is required by another entity (e.g. a bank requires a manual signature on a collateral assignment), etc.)

1. Annuities
2. Life Insurance