

General Electric Capital Assurance Company

Producer & Employee Guide

ETHICAL MARKET CONDUCT



GE Financial Assurance
We bring good things to life.

Code of Ethical Conduct

As a representative of General Electric Capital Assurance Company, it is my professional responsibility to:

1. Make recommendations and present products based on an analysis of the insurable needs or financial objectives of the customer.
2. Strive to provide each customer with an understanding of the nature of any recommended product and its features, and to provide honest and accurate disclosure for an informed purchasing decision.
3. Treat each customer with respect and dignity; and protect the privacy of each customer's confidential information.
4. Establish and maintain the trust and confidence of every customer by delivering high quality service.
5. Present the Company, its products and the Industry in a fair and professional manner.
6. Improve professional skills through continuing education and increased knowledge of industry issues and products.
7. Keep informed of and comply with applicable laws, regulations, and Company requirements.
8. Communicate my concerns about activities which may be in violation of this Code.

A Letter To Producers and Employees

It is my belief that a vital element for the success of General Electric Capital Assurance Company is a strong commitment to high standards of business practices and market conduct in the insurance marketplace. Our Producer and Employee Guide to Ethical Market Conduct sets forth the business practices and values which are fundamental to our company and our industry.

General Electric Capital Assurance Company fully supports the Insurance Marketplace Standards Association (IMSA) and has adopted IMSA's Market Conduct Program. The IMSA Principles that are the standards and requirements for membership are enclosed for your reference.

Our Code of Ethical Conduct represents our view of proper market conduct. This Code, along with IMSA's Principles, creates the foundation of our market conduct philosophy.

Please join me in making a personal commitment to embrace this market conduct program. As producers and employees of General Electric Capital Assurance Company, we are all responsible for upholding these principles and values. Therefore, please read the enclosed material carefully.

A handwritten signature in black ink, appearing to read "Jeffrey A. Hoff". The signature is fluid and cursive, with a large initial "J" and "H".

President

The Code of Ethical Conduct – What It Means

THE GE CODE

- CODE 1** Make recommendations and present products based on an analysis of the insurable needs or financial objectives of the customer.
- In making recommendations to a customer, we believe that producers should have reasonable grounds to believe that the recommendations address the customer's insurable needs or financial objectives. Each customer's circumstances should be discussed, including relevant financial information, the customer's need for insurance should be reviewed, and values, benefits, and costs of existing programs should be considered when making recommendations.
- We strongly encourage the use of fact-finding and needs analysis tools to assist producers in determining customers' needs and objectives. A list of recommended financial analysis tools and training on needs based selling is available from our general agents, or directly from the Company by calling (888) 325-7378.
- CODE 2** Strive to provide each customer with a thorough understanding of the nature of any recommended product and its features, and provide honest and accurate disclosure for an informed purchasing decision.
- We believe that producers should have an understanding of the features and operations of the products that are presented and provide customers with information that is consistent with making appropriate buying decisions. Our producers should clearly identify the product being sold and provide balanced, complete information on features, benefits, costs, limitations and contract terms.
- We are committed to providing clear, straightforward and factual sales and advertising materials. Therefore, the Company requires all advertising of and sales material about its products to be approved prior to use. The advertising approval process, Company standards and related laws and regulations are outlined in our Insurance and Annuity Compliance Manual.
- It is important that illustrations of our products be used appropriately in sales presentations. To ensure that all illustrations contain the required information, only pre-approved illustrations may be used.
- The Company considers replacement of policies to be inappropriate unless the replacement is in the best interest of the customer. From a customer's perspective, an appropriate replacement is one that is justifiable from either an economic or personal standpoint. All replacements must be in compliance with applicable regulations and Company rules.
- CODE 3** Treat each customer with respect and dignity and protect the privacy of each customer's confidential information.
- In our normal course of business, we are in a position to accumulate personal and financial information about our customers. We believe our integrity and the confidence entrusted to us by our customers are the foundation on which we build our business success. We acknowledge that customers place their trust in our producers and employees and that nothing should jeopardize that trust.

- CODE 4** Establish and maintain the trust and confidence of every customer by delivering high quality service.
- We are committed to providing quality products and services. We expect our producers to make a commitment to customers to provide and maintain competent sales and service. We promote industry education and require all producers and employees to have the appropriate qualifications and training.
- Maintaining customer trust and confidence requires that we respond promptly and thoroughly to customer complaints. The Company defines a Customer Complaint as a written or documented oral communication received by an insurer or its representative which primarily expresses a grievance.
- CODE 5** Present the Company, its products and the Industry in a fair and professional manner.
- We believe that ethical sales practices are essential for success in today's business and regulatory environment. We will not engage in unfair competition including making disparaging or misleading remarks about a competitor. In the effort to support fair competition, we will make accurate representations of our Company coverages and products to customers. We will comply with all applicable laws and regulations with respect to competing in the marketplace.
- CODE 6** Improve professional skills through continuing education and increase our knowledge of industry issues and new products.
- Ongoing education is fundamental to competent and customer-focused business practices. Education generally consists of current knowledge regarding industry issues, emerging trends, laws and regulations and product information. A variety of resources, including the Company, professional trade groups and independent third party vendors, are available for producers and employees to further their professional skills. A list of specific training resources is available from the Company by calling (888) 325-7378.
- CODE 7** Keep informed of and comply with applicable laws, regulations, and Company requirements.
- We are committed to complying with all applicable laws and regulations, our Code of Ethical Conduct and IMSA's Principles. Each producer and employee is expected to adhere to all requirements regarding the sale and marketing of our products. Failure to comply with laws, regulations and Company policies could result in disciplinary action, up to and including termination of the relationship. We will maintain and enforce policies and procedures to reasonably ensure compliance, including a system for monitoring sales practices and effectiveness of training, and communicating all Company requirements.
- CODE 8** Communicate my concerns about activities which may be in violation of this Code.
- If you have a concern about what constitutes appropriate conduct for you or anyone else, inform the Company of your concern by calling (888) 251-4332. We will provide a timely and confidential response to questions about appropriate producer and employee conduct.

The Producer and Employee Guide to Ethical Market Conduct does not address all situations that may arise in the course of doing business. If you have specific questions or concerns regarding laws and regulations, Company requirements, or IMSA's Principles that cannot be addressed at a local level, please contact us directly.

IMSA PRINCIPLES

PRINCIPLE 1 To conduct business according to high standards of honesty and fairness and to render that service to its customers which, in the same circumstances, it would apply to or demand for itself.

CODE A Insofar as individual products or those marketed on an individual basis are concerned, its distributors make reasonable efforts to determine the insurable needs or financial objectives of its customers based upon relevant information obtained from the customer and enter into transactions which assist the customer in meeting his or her needs or financial objectives.

CODE B It maintains compliance with applicable laws and regulations.

CODE C In cooperation with consumers, regulators and others, it affirmatively seeks to improve the practices for sales and marketing of life and annuity products.

CODE D The Principles and Code of Ethical Market Conduct are reflected in company policies and practices.

PRINCIPLE 2 To provide competent and customer focused sales and service.

CODE A Its distributors are of good character and business repute, and have appropriate qualifications and training.

CODE B Its distributors are duly licensed or otherwise qualified under state law.

CODE C Its distributors and employees involved in the sales process are adequately trained, as appropriate to the insurer's distribution system, to focus on customers' needs and objectives.

CODE D Its distributors have adequate knowledge of the insurer's products and their operation.

CODE E Its distributors and employees involved in the sales process are trained, as appropriate to its distribution system, in the need to comply with applicable insurance laws and regulations and the concepts in the Principles and Code of Ethical Market Conduct.

CODE F Its distributors and employees involved in the sales process participate, as appropriate to the insurer's distribution system, in continuing education.

PRINCIPLE 3 To engage in active and fair competition.

CODE A It maintains compliance with applicable state and federal laws fostering fair competition.

CODE B Its distributors do not replace existing life insurance policies and annuity contracts without first communicating to the customer, in a manner consistent with Principle 4, information that he or she needs in order to ascertain whether such a replacement of existing policies or contracts may or may not be appropriate.

CODE C Its distributors and employees involved in the sales process refrain from disparaging competitor insurers.

PRINCIPLE 4 To provide advertising and sales materials that are clear as to purpose and honest and fair as to content.

- CODE A Presentation of any material designed to lead to sales or solicitation of life and annuity products is done in a manner consistent with the needs of the customer. All such sales or solicitation communications should be based upon the principles of fair dealing and good faith, and will have a sound basis in fact.
- CODE B Materials presented as part of a sale are comprehensible in light of the complexity of the product being sold.
- CODE C It maintains compliance with applicable laws and regulations related to advertising, unfair trade practices, sales illustrations, and other similar provisions.
- CODE D Illustrations of premiums and considerations, costs, values, and benefits are accurate and fair, and contain appropriate disclosure of amounts which are not guaranteed and those which are guaranteed in the policy or contract.

PRINCIPLE 5 To provide for fair and expeditious handling of customer complaints and disputes.

- CODE A Complaints are identified, evaluated, and handled in compliance with applicable laws and regulations related to consumer complaint handling.
- CODE B Good faith efforts are made to resolve complaints and disputes without resorting to civil litigation.

PRINCIPLE 6 To maintain a system of supervision and review that is reasonably designed to achieve compliance with these Principles and Code of Ethical Market Conduct.

- CODE A It establishes and enforces policies and procedures reasonably designed to comply with the Principles and Code of Ethical Market Conduct.
- CODE B There is an adequate system of supervision of the market activities of its distributors and employees involved in the sales process in order to monitor their compliance with these Principles and Code and applicable laws and regulations.
- CODE C Compliance training sessions are conducted for employees involved in the sales process and instruction on the company's compliance requirements is made available to all distributors.
- CODE D Policies and procedures provide for internal auditing and monitoring of information related to sales practices of its employees involved in the sales process and distributors.

If you are requesting an appointment with the Company, The Producer Information Form at the back of this booklet must be completed and returned to your general agent. Failure to provide all requested information and to sign the Acknowledgment will result in a rejection of your appointment request.

GE Capital Assurance Company

Producer Information Form

(Please fill out form completely and return to
General Electric Capital Assurance Company)

Name: _____

SSN/TIN: _____ Date of birth: _____

Home address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Fax: (_____) _____

Business Name: _____ TIN _____

Business Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Fax: (_____) _____

E-mail Address: _____ Website Address: _____

(Note: One of the above addresses must be a street address.)

Which is your preferred mailing address? Home Business

Distributor Identification: Individual MGA/BGA/GA Agency Corporation

Commission Payment Information: Entity to be Paid: Individual Agency Is Agency Incorporated? Yes No

We require two Agent Agreements and two Producer Information Forms: one for the individual, and one for the Agency, as well as copies of licenses of both, if commission are payable to an agency rather than an individual.

Resident license state: _____ Resident state license no. and line of business: _____

Additional state licenses: (include license number and line of business) _____

Resident address(es) for last seven (7) years: (attach additional sheets if necessary)

| Address | City | State | Zip |
|---------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Employment history last seven (7) years: (attach additional sheets if necessary)

| Employer | Address | Dates employed |
|----------|---------|----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Active appointments with other insurance companies: (attach additional sheets if necessary)

| Company name | Contact name | Contact phone number |
|--------------|--------------|----------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Errors and Omissions Insurance: (if required)

| Amount | Policy number | Carrier | Policy expiration date |
|--------|---------------|---------|------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Have you used any other names, or aliases, in the last 7 years? Yes No

If "yes," please list any/all such names:

Hierarchy: Brokerage General Agency (BGA) Name & Number: _____

General Agent Name (if applicable) _____

Agency Name _____

OVER

Business Practices

If you answer "Yes" to any questions below, please provide details to the corresponding question on the attached Business Practices – Details.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Have you ever had an insurance or securities license denied, suspended, cancelled or revoked? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Has any state or federal regulatory agency filed a complaint against? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has a bonding or surety company denied, ever paid out on, or revoked a bond for you? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Has any E&O carrier ever denied, paid claims, or canceled your coverage? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Have you personally ever filed a bankruptcy petition or been declared bankrupt? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Has any insurance or securities brokerage firm with whom you have been associated ever filed a bankruptcy petition or been declared bankrupt either during your association or within 5 years after termination of such association? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Are there any unsatisfied judgments, garnishments or liens against you? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Are you in debt to any insurance company? | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Have you ever been convicted of or pled guilty to any felony or misdemeanor other than a minor traffic offense? | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Are you currently a party to any litigation or the subject of any investigations? | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Are you connected in any way with a bank, savings and loan association, or other lending or financial institution? | <input type="checkbox"/> | <input type="checkbox"/> |

Reminder: All advertisements referring to GE Capital Assurance Company or its products must be approved in writing by GE Capital Assurance Company prior to use.

I acknowledge and agree that this Producer Information Form does not constitute a contract. I acknowledge the Company's continuing legitimate business need for additional financial and personal background information and hereby consent to the Company obtaining such information from time to time as it deems necessary through independent investigation and/or through a consumer report obtained from a consumer reporting agency. I further consent to the disclosure of this Producer Information Form and background information to government or regulatory agencies.

I authorize the employers and insurance company listed herein and in any background reports pertaining to me, to release any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise, and release all parties from all liability for any damage that may result from furnishing same. Finally, I acknowledge and agree that my appointment will, in part, be based upon this Producer Information Form and background information, and that any representation made herein which is found to be inaccurate or incomplete shall be grounds for termination of my appointment.

I hereby certify under penalty of perjury that the information herein is accurate and complete.

I have read, understood, and agree to comply with the Producer and Employee Guide to Ethical Conduct and the Commitment to Ethics in the Marketplace.

SIGNATURE _____ DATE _____

Business Practices – Details

(If you answered “Yes” to any questions above, please provide details to the corresponding questions only.)

1. Have you ever had an insurance or securities license denied, suspended, cancelled or revoked?

If Yes:

| |
|--|
| Month/ Year _____ / _____ Action taken & reason along with your account of the situation _____ _____ _____ _____ |
|--|

2. Has any regulatory body ever sanctioned, censured, penalized or otherwise disciplined you?

If Yes:

| |
|---|
| Month/ Year _____ / _____ The nature of the activity resulting in the fine or disciplinary action & your account of the situation _____ _____ _____ _____The amount of the fine &/or specific disciplinary action taken _____ |
|---|

3. Has any state or federal regulatory agency filed a complaint against you within the last 7 years?

If Yes:

| |
|---|
| Month/ Year _____ / _____ The nature of the complaint & your account of the situation _____ _____ _____ _____The disposition of the complaint (i.e., fine or disciplinary action, etc.) _____ |
|---|

4. Has a bonding or surety company denied, ever paid out on, or revoked a bond for you?

If Yes:

| |
|---|
| Month/ Year _____ / _____ The reason for denial, revocation or payment and your account of the situation _____ _____ _____ _____The amount of the payment _____ |
|---|

5. Has any E&O carrier ever denied, paid claims, or cancelled your coverage?

If Yes:

| |
|--|
| Month/ Year _____/_____ The nature of the circumstances resulting in the claim including your account of the situation _____ _____ _____ _____ The disposition of the claim _____ The amount claimed _____ The amount paid by the E&O carrier, if any _____ |
|--|

6. Have you personally ever filed a bankruptcy petition or been declared bankrupt?

For Chapters 7, 11, & 12:

If Yes:

| |
|--|
| The date of discharge* _____/_____/_____ The reason for filing (i.e., medical bills, divorce, credit cards debt, etc.)* _____ _____ _____ The dollar amount discharged _____ The dollar amount of any outstanding obligations not discharged in bankruptcy, (i.e. taxes) _____ Explanation of obligation _____ Payment schedule (amount & frequency) _____ Current balance _____ Average annual income for the last two years _____ *If the bankruptcy was discharged over 7 years ago, only these two questions will be required. |
|--|

For Chapter 13:

If Yes:

| |
|---|
| The date of filing _____/_____/_____ The date of discharge* _____/_____/_____ The reason for filing _____ _____ *If payments are still being made, we will need Amount and frequency of the payments _____ Projected completion date _____ Current balance _____ Average annual income for the last 2 years _____ |
|---|

7. Has any insurance or securities brokerage firm with whom you have been associated ever filed a bankruptcy petition or been declared bankrupt either during your association or within 5 years after termination of such association?

If Yes:

| |
|---|
| Approximate date of filing _____ / _____ / _____ |
| Your position with company _____ |
| If officer or directly involved with circumstances leading to filing, provide the reason & specific involvement |
| _____ |
| _____ |
| _____ |

8. Are there any unsatisfied judgements, garnishments or liens against you?

Judgements:

If Yes:

| |
|---|
| Month/ Year _____ / _____ |
| The reason the judgement was obtained & your specific involvement _____ |
| _____ |
| _____ |
| Payment schedule (amount & frequency) _____ |
| The original amount of the judgement _____ |
| The outstanding amount of the judgement _____ |

Liens or Garnishments:

If Yes:

| |
|--|
| Month/ Year _____ / _____ |
| The reason for the lien or garnishment & your specific involvement _____ |
| _____ |
| _____ |
| The original amount of the lien or garnishment & the current balance _____ |
| Is there a payment schedule in place (if so, amount & frequency of payments) _____ |
| Average annual income for the past two years _____ |
| Projected completion date _____ / _____ / _____ |

9. Are you in debt to any insurance company?

If Yes:

| |
|--|
| Month/ Year _____ / _____ |
| Name of the company _____ |
| The reason for the debt & and your account of the situation _____ |
| _____ |
| _____ |
| The original amount of the debt & the current balance _____ |
| Is there a payment schedule in place (if so, amount & frequency of payments) _____ |
| Average annual income for the past two years _____ |
| Projected completion date _____ / _____ / _____ |

10. Have you ever been convicted of or pled guilty to any felony or misdemeanor other than a minor traffic offense?

If Yes:

| |
|--|
| Month/ Year _____/_____ |
| Circumstances surrounding the conviction & your account of the situation _____ |
| _____ |
| _____ |
| Type of conviction (misdemeanor or felony) _____ |
| Final disposition (fine, probation, jail, etc.) _____ |
| Have all requirements been satisfied? _____ |

11. Are you currently a party to any litigation or the subject of any investigations?

Litigations:

If Yes:

| |
|---|
| Month & Year litigation began _____/_____ |
| Circumstances surrounding the litigation, including your account of the situation _____ |
| _____ |
| _____ |
| How are you directly involved in the litigation? _____ |
| _____ |
| _____ |
| The amount of damages claimed _____ |
| Current status of the litigation _____ |

Investigations:

If Yes:

| |
|--|
| Month & Year investigation began _____/_____ |
| Circumstances surrounding the investigation, including your account of the situation _____ |
| _____ |
| _____ |
| The current status of the investigation _____ |

12. Are you connected in any way with a bank, savings and loan association, or other lending or financial institution?

If Yes:

| |
|--|
| Name of institution _____ |
| Type of affiliation with institution _____ |

!!!REMINDER!!!

**YOU NEED TO SIGN THE
DISCLOSURE OF INTENT
TO OBTAIN
CONSUMER REPORTS FORM
IN ADDITION TO THE
PRODUCER INFORMATION FORM**

The Disclosure of Intent to Obtain Consumer Reports form
can be found on the same forms web page as the
Producer Information Form.

!!!REMINDER!!!



Agent Agreement

General Electric Capital Assurance Company
A GE Financial Assurance Company
Sales and Marketing
700 Main Street • Lynchburg, VA 24504

| | |
|----------------|-------------------|
| Name of Agent: | Address of Agent: |
| _____ | _____ |
| _____ | _____ |

This is an Agreement, made by and between General Electric Capital Assurance Company ("Company") and you, (*the above named Agent*), executed and effective as of the date shown in Section VIII of this Agreement. It defines your relationship with the Company as an agent. Both you and the Company promise to comply with the terms of this Agreement and any amendments to this Agreement, and the terms of your Sales Compensation Plan(s).

SECTION I – DEFINITIONS

1. When used in this Agreement, the terms listed below have the following special meanings:
 - (a) **"Affiliate"** means any company, person or corporation controlled by or under common control with the Company at any time while this Agreement is in effect.
 - (b) **"Agent"** means the party contracting with the Company under this Agreement. "You" or "your" refers to the Agent.
 - (c) **"Assigned Territory"** means the territory designated from time to time by the Company where you are authorized to sell or solicit applications for Products.
 - (d) **"Products"** means insurance policies/certificates, and riders or endorsements thereto offered by the Company which are identified on Schedule A or on your Sales Compensation Plan(s).
 - (e) **"Records and Materials"** means all records, files, manuals, forms, materials, supplies, stationery, literature, seminar materials, computer software, diskettes, licenses, papers and books that the Company or an Affiliate furnishes or leases to you for use, in connection with your performance under this Agreement or with the Products.
 - (f) **"Sales Compensation Plan(s)"** means the document(s) attached hereto and made a part hereof as amended and published from time to time by the Company which describe(s), among other matters:
 - [i] the payment of commissions or other compensation;
 - [ii] the imposition of penalties and chargebacks;
 - [iii] production requirements; and
 - [iv] any special compensation rules published by the Company on special class extra premiums, waived or commuted premiums, advance premiums, premium refunds, conversions, replacements, reinstatements or other special situations defined by the Company.

SECTION II – AUTHORITY

1. You are hereby appointed as the Company's agent and authorized:
 - (a) To solicit applications for Products in your Assigned Territory. You have no exclusive solicitation rights within your Assigned Territory. The Company makes no commitment that all policies offered by the Company will be deemed authorized Products hereunder, and reserves the right to appoint other agents in this territory, or to withdraw therefrom; and
 - (b) To collect initial premium payments for Products you solicit, but only through checks payable to the Company. All premiums you collect shall be held by you in a fiduciary capacity, and remitted immediately to the Company's designated office.
2. In accepting this appointment and authority, you agree:
 - (a) Not to solicit applications for Products unless all licenses or registrations and Company appointments required by law or by the Company are in force and effect;
 - (b) To fully explain the terms of any Product, make no untrue statements, and state all relevant facts with respect thereto;

- (c) To comply with all laws, rules, regulations and Company policies and procedures that apply to your activities under this Agreement, and to keep complete and accurate records of all transactions pertaining to this Agreement;
- (d) To promptly deliver premium receipts approved by the Company and Products originating from applications obtained by you, but only when the applicant appears to be in insurable condition and the initial premium (if required) has been duly paid;
- (e) To immediately report and remit to the Company or its designee, any initial premium payments you receive originating from applications you obtain, to insure that all premium checks collected are made payable to the Company, and not to endorse any checks payable to the Company;
- (f) To be responsible for and pay all expenses and fees you incur while carrying out the terms of this Agreement;
- (g) Not to alter or change the provisions of any Product and not to incur any liability, indebtedness or expense on behalf of the Company;
- (h) Not to offer, pay, or allow to be offered or paid, as an inducement to any proposed insured or applicant, a rebate of premiums or any other inducement not specified in the Product (except as may be expressly allowed by law and in compliance with state rules, regulations or guidelines) or attempt to induce any person to surrender, lapse or forfeit any Product sold pursuant to this Agreement except to replace it with another Product of the Company in accordance with Company guidelines. The provisions of this subsection shall survive the termination of this Agreement;
- (i) That all applications you submit are subject to acceptance or rejection by the Company at its Home Office;
- (j) To be responsible to the Company for all business produced by you and for the acts of your employees;
- (k) To deliver to the Company evidence of any claim for benefits under Products immediately upon receipt;
- (l) With respect to diskettes supplied to you by the Company:
 - [i] not to make any modifications to such diskettes;
 - [ii] to update such diskettes with any required current information upon notice thereof by the Company or its marketing affiliates;
 - [iii] not to reproduce such diskettes except for back-up purposes or where more than one computer is used on your premises; and
 - [iv] not to transfer, rent, sell or in any way make available such diskettes to anyone without the prior consent of the Company; and
- (m) To maintain liability insurance against claims for damages based on actual or alleged professional errors or omissions, at all times during the term of this Agreement, in an amount and with an insurer reasonably acceptable to the Company, unless excused from maintaining such insurance by the Company in writing because you are only selling Products for the Company with respect to which the Company's policies do not require such insurance. Proof of such insurance coverage shall be furnished to the Company upon request, and you shall notify the Company immediately if for any reason such insurance coverage ceases to be in effect.
- (n) Not to engage in any efforts to systematically replace Products issued by the Company pursuant to this Agreement with other insurance products, directly or indirectly, or to encourage any agents or other persons to do so, either during or after termination of this Agreement.

SECTION III – INDEPENDENT CONTRACTOR

1. You are an independent contractor with respect to the Company and not an employee, for all purposes including but not limited to state or federal income tax, Social Security, worker's compensation and unemployment compensation. Nothing in this Agreement shall be interpreted as creating an employer/employee relationship between the Company and you. You agree to accept any responsibilities placed on an independent contractor by any statute, regulation, rule of law, or otherwise.
2. You decide whom to choose as business prospects and when and where to conduct your working activities within your Assigned Territory. You acknowledge that you set your own business hours.
3. As an independent contractor, you are responsible for paying all present or future taxes, duties, assessments, agent appointment fees, and any governmental charges related to this Agreement.

SECTION IV – COMPENSATION

1. The Company or its duly authorized representative, who may be a General Agent or a Managing General Agent/Brokerage General Agent to whom the Company may assign you for supervision and training, will pay you commissions in accordance with the provisions of this Agreement, or of an agreement you enter into with the General Agent.
 - (a) If commissions are payable to you under this Agreement, they will be payable in accordance with your Sales Compensation Plan(s), any amendment(s) thereto, and any amendment(s) to this Agreement.
 - (b) If commissions are payable to you under an agreement you enter into with a General Agent, no commissions or other compensation will be payable to you from the Company under this Agreement. In such event, your execution of this Agreement reflects your understanding and acceptance of the Compensation provisions under this Section IV of the Agreement, and you thereby release the Company from any and all obligation for compensation as the result of your sale of its Products.
 - (c) If you are a natural person, any commissions due and payable to you at the time of your death or thereafter under this Agreement shall be paid to the executor or administrator of your estate.
 - (d) This is a conditionally vested Agreement subject to the following conditions:
 - [i] If this Agreement terminates for "cause" pursuant to Section VI-2., commissions due or payable on or after the date of termination shall be forfeited at the Company's sole option.

[ii] If this Agreement terminates because of the dissolution, insolvency or bankruptcy of your corporation or partnership, no commissions shall be payable hereunder subsequent to the date of dissolution, insolvency or bankruptcy unless the prior consent of the Company has first been obtained, which consent shall not be unreasonably withheld.

2. Charges and Payment

- (a) Any commissions to which you may be entitled hereunder shall be payable to you only after the due date of the premium and after receipt of the gross premium by the Company at its designated office.
- (b) No commissions will be payable on account of waived premiums or premiums refunded for any reason. Any commissions received on account of any such premiums shall be promptly returned in full to the Company by you and shall constitute an indebtedness to the Company until returned.
- (c) If any of the events listed below should occur while this Agreement remains in full force and effect or thereafter, the Company may withhold any commissions that you would otherwise have been entitled to receive or may have become entitled to receive under this Agreement:
 - [i] your suspension while the Company investigates whether cause for terminating this Agreement exists;
 - [ii] your encouragement of any person, directly or indirectly, to terminate an agent agreement with the Company or an Affiliate, without the prior consent of the Company; or
 - [iii] your disclosure or use of any trade secret or other proprietary information of the Company or an Affiliate in competition with or in a manner adverse to the interests of the Company or an Affiliate.

Such withholding may continue until the violation has been corrected or the situation has been resolved to the satisfaction of the Company. No interest shall be payable on any amounts withheld hereunder.

If you are found to be guilty of any such wrongdoing, the Company may retain, or charge you for the following as damages: the amount of its loss plus expenses it incurred in connection with the loss, including costs of investigation.

- (d) In addition to other appropriate legal remedies, the Company has the right to apply any commissions payable to you by the Company against any debt you owe the Company or an Affiliate. You hereby grant the Company a first security interest in any and all such commissions.
- (e) The Company may recover any amounts advanced to you or any amounts paid on your behalf by the Company or an Affiliate, or any amounts charged to you under this Agreement from any commission or other compensation due you from the Company but not yet paid.
- (f) Upon termination of this Agreement, you must promptly pay, on demand, any debt you owe the Company, including any chargebacks payable and remaining due to the Company. Repayment is required even for chargebacks made on or after termination of this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

3. Commission Statements

- (a) Except for clerical errors and/or undisclosed material facts, the regular commission statement the Company issues to you shall be deemed to be an accurate and complete record accepted by and satisfactory to you of:
 - [i] all the commissions the Company owes you, and
 - [ii] all commission accounts between you and the Company purporting to be covered by that statement.
- (b) Acceptance by you of these regular commission statements constitutes full satisfaction and agreement by you as to the amounts and accounts referred to above. The only exceptions shall be in the case of a claim by you to the contrary in writing and received at the Home Office of the Company within the time period set forth in your Sales Compensation Plan(s).

SECTION V – RESTRICTIONS ON YOUR ACTIVITIES

1. Using Information You Acquire

- (a) All Records and Materials are the property of the Company or an Affiliate. You agree that you will not reproduce or use or allow the reproduction, distribution or use of the Records and Materials in any manner whatsoever, except pursuant to written Company policy or with the prior written consent of the Company.
- (b) You are responsible for the safekeeping of Records and Materials which shall be open for audit and inspection by the Company at any time during your normal business hours. Upon termination of this Agreement, all Records and Materials remain the Company's property and must be returned to the Company immediately, or, with the consent of the Company, destroyed.

2. Advertising and Using the Company Name and Logo

You agree not to publish or distribute any advertising materials referencing the Company's name, products, logo, or services, including in any manner which would imply or indicate the offer and/or sale of a security or interest in a security as defined in the Securities Act of 1933, as amended, without first obtaining the prior written approval of the Company to do so. You further agree to comply with any special advertising guidelines published by the Company from time to time.

SECTION VI – TERMINATION

- 1. The Agreement may be terminated by either party for any reason including failure to meet minimum production requirements in your Sales Compensation Plan(s) and without "cause" by giving the other party at least ten (10) days prior written notice to that effect. For "cause" the Company may terminate this Agreement immediately without any prior notice to you.

2. For purposes of this Agreement, "cause" shall include, but not be limited to, the following:
 - (a) commission of a fraudulent, dishonest or illegal act adversely affecting the Company or an Affiliate;
 - (b) withholding or misappropriating funds of the Company, its policyholders or applicants for any reason;
 - (c) violation of any provision hereunder regarding the making of Records and Materials available for audit and inspection;
 - (d) voluntarily surrendering your license after being cited for misconduct;
 - (e) willful violation of the laws, rules or regulations of any jurisdiction in your Assigned Territory, or any governmental authority exercising jurisdiction over you; and
 - (f) willful violation of any material terms or provisions of this Agreement.

The Company shall have the right to deem this Agreement to have been terminated for "cause," if, after the Agreement terminates without cause, you violate the provisions of Section II. 2(n) of this Agreement.

3. If the Company believes it may have the right to terminate this Agreement for cause, the Company can notify you that it is suspending this Agreement while it investigates whether cause for termination exists. This suspension can be imposed in place of terminating the Agreement, in order to provide time for determining the facts. Until a suspension is withdrawn, it has the same effect on your rights to commissions and other compensation hereunder as does notice of termination for cause. The Company will notify you whether your suspension is to be withdrawn or the Agreement is to be terminated for cause. If the suspension is withdrawn, all accumulated compensation will be paid immediately. If the Agreement is terminated, the termination shall take effect as of the date you received the notice of suspension, and no further commissions shall be due or payable hereunder for any reason after the date of termination.
4. This Agreement terminates automatically in the event:
 - (a) if you are natural person, you die, retire or become totally and permanently disabled (you shall be considered totally and permanently disabled if, by reason of a physical or mental condition, you are unable to perform your natural obligations and duties under this Agreement), or
 - (b) any license or registration you are required to maintain under the terms of this Agreement is cancelled or not renewed, or
 - (c) if you are a corporation or partnership, you are dissolved or terminated.
5. If this Agreement terminates pursuant to this Section VI, you agree to and hereby do release the Company from any claim for profits, anticipated profits or earnings hereunder, other than for commissions already earned hereunder. You further acknowledge and agree that you have no claim for a refund or reimbursement of any funds you have advanced or expenses you have paid or incurred in connection with your responsibilities under this Agreement, unless the Company specifically authorized a reimbursement, in writing, prior to termination of this Agreement.

SECTION VII – USE OF NON-PUBLIC INFORMATION; CONFIDENTIALITY

1. Definitions. When used in this Section VII, the terms listed below shall have the following special meanings:
 - (a) "Consumer" means an individual who seeks to obtain, obtains or has obtained insurance or other financial product or service from Company pursuant to this Agreement, which product or service is intended to be used for personal, family or household purposes.
 - (b) "Consumer Information" means non-public personally identifiable financial and health information as those terms are defined by applicable Laws (i) provided by or on behalf of a Consumer to Company, including information obtained by you, and (ii) resulting from Company's transactions or services related to a transaction with the Consumer. Consumer Information includes all lists of customers, former customers, applicants and prospective customers, and any list or grouping of customers derived from personally identifiable financial or health information that is not publicly available.
 - (c) "Confidential Information" means any data or information regarding market share percentage, production goals, monthly production targets, top producers, actual product production, broker product listings, total sales data of the disclosing party, marketing strategies, strategic plans, financial or operational data, pricing and compensation information, sales estimates, business plans, business relationships, and internal performance results relating to the past, present or future business activities of the disclosing party, its subsidiaries and affiliated companies and the customers, clients, employees and suppliers of any of the foregoing.
 - (d) "Laws" mean all applicable requirements of Consumer privacy laws, judicial interpretations, rules and regulations, including but not limited to the Gramm-Leach-Bliley Act.
2. Confidentiality Obligations. Except as expressly authorized by prior written consent of the disclosing party, each party shall:
 - (a) use and disclose Consumer Information in accordance with all applicable Laws and the privacy policies of each party hereto.
 - (b) limit access to any of the disclosing party's Confidential Information and Consumer Information to its partners, shareholders, officers, directors, employees, representatives, agents, advisors, affiliates or representatives of its agents or advisors who have a need to know in connection with this Agreement. Confidential Information shall only be used in connection therewith.
 - (c) only use and disclose Consumer Information in order to (i) effect, administer, enforce or process transactions requested by a Consumer; (ii) adhere to certain regulatory requirements; (iii) evaluate each party's performance under this Agreement; or (iv) perform services on behalf of the other including, but not limited to, offering products and/or services to Consumers. Each party shall use Consumer Information disclosed by the other solely for the purposes for which it was disclosed and must not reuse or redisclose information for other purposes, except as permitted or required by applicable Laws and subject to any agreements between the parties.
 - (d) prior to disclosing Consumer Information to an Affiliate in order for the Affiliate to perform services or functions pursuant to this Agreement, the disclosing party must restrict the Affiliate from disclosing Consumer Information.

- (e) prior to disclosing Consumer Information to a third party in order to perform services or functions under this Agreement, the disclosing party must enter into a written confidentiality agreement requiring the third party to maintain the confidentiality of such information in accordance with the requirements of this Agreement.
 - (f) safeguard all such Confidential Information and Consumer Information it receives by implementing and maintaining appropriate administrative, technical and physical safeguards to: (i) ensure the security and confidentiality of Confidential Information and Consumer Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Confidential Information and Consumer Information, and; (iii) protect against unauthorized access to or use of Confidential Information and Consumer Information which could result in substantial harm or inconvenience to any Consumer.
3. Exceptions to Confidentiality
- (a) The obligations of confidentiality and restrictions on use set forth in Section VII shall not apply to any Consumer Information that:
 - [i] was already in the possession of the nondisclosing party prior to receipt thereof, directly or indirectly, from the disclosing party; or
 - [ii] is required to be disclosed pursuant to applicable Laws, regulatory requests, legal process, subpoena or court order.
 - (b) The obligations of confidentiality and restrictions on use set forth in Section VII shall not apply to any Confidential Information that:
 - [i] was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the nondisclosing party or violation of this Agreement;
 - [ii] was lawfully received by the nondisclosing party from a third party free of any obligation of confidence of such third party;
 - [iii] was already in the possession of the nondisclosing party prior to receipt thereof, directly or indirectly, from the disclosing party;
 - [iv] is required to be disclosed pursuant to applicable Laws, regulatory requests, legal process, subpoena or court order; or
 - [v] is subsequently and independently developed by employees, consultants or agents of the nondisclosing party without reference to or use of the Confidential Information disclosed under this Agreement.
4. Equitable Relief. Each party agrees that money damages would not be a sufficient remedy for breach of the confidentiality and other obligations of this Agreement. Accordingly, in addition to all other remedies that each party may have, each party shall be entitled to specific performance and injunctive relief or other equitable relief as a remedy for any breach of this Agreement without the requirement of posting a bond or other security.
5. Audit. Each party may audit the other party's use and disclosure of Confidential Information and Consumer Information, as well as its safeguards to protect Confidential Information and Consumer Information, during regular business hours upon forty-eight (48) hours prior notice.
6. Term. The provisions of this Section VII shall survive termination of this Agreement.

SECTION VIII – MISCELLANEOUS PROVISIONS

1. Any notice to the Company under this Agreement must be given by mail or in person to the Company at its Home Office or other designated location. Any notice to you under this Agreement is deemed to have been given on the date delivered to you in person or mailed to your last known address on file with the Company.
2. The Company reserves the right, in its sole discretion, without prior notice, to withdraw or modify Products, including but not limited to the premium rates charged and the benefits provided, and to change the underwriting guidelines or practices for Products at any time, and may unilaterally amend your Sales Compensation Plan(s) in accordance with the terms and provisions thereof.
3. You and the Company both acknowledge that no oral or written representations were made about this Agreement or about the relationship between you and Company that are not set forth in this Agreement and that this Agreement constitutes the entire contract between you and the Company regarding the subject matter hereof. Your rights and the Company's rights are governed only by this written Agreement and by any other subsequent written agreements or amendments hereto executed in accordance with the terms and provisions hereof. This Agreement may only be amended in writing. No oral representations or promises shall be binding on the Company.
4. You agree to indemnify and hold the Company harmless from any and all expenses, attorney fees, costs, causes of action and damages resulting from and in consequence of the negligence, recklessness or intentional misconduct of you or your employees. The Company agrees to indemnify and hold you harmless from any and all expenses, attorney fees, costs, causes of action and damages resulting from and in consequence of the negligence, recklessness or intentional misconduct of the Company or its employees. The provisions of this subsection shall survive the termination of this Agreement.
5. This Agreement supersedes any agency agreement between the parties which was in effect immediately prior to the effective date of this Agreement. However, this provision does not impair your right to any compensation payable under such prior agreement. You may not assign this Agreement or any payment you become entitled to receive hereunder without the Company's prior written consent, and any attempt to do so shall be void.
6. If the Company waives any provision of this Agreement, the waiver shall apply only to that provision, and not to any other provision(s) of this Agreement. No waiver shall be effective unless it is in writing and signed by a duly authorized officer of the Company.
7. All notices or other communications given under this Agreement may be made by guaranteed overnight delivery, telecopy (including facsimile transmission) or certified mail. Notice is effective when mailed to the last known address of the party on file with the other party, if different from the address shown above.
8. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

SECTION IX – EFFECTIVE DATE

This Agreement shall take effect as of _____, _____.

In witness whereof you and the Company have entered into this Agreement through duly authorized representatives at the places and on the dates set forth below.

Executed on behalf of the Agent:

By: _____
Name (Print or Type)

Signature: _____

Title: _____
(If Applicable)

Signed at: _____

Date Signed: _____

Executed on behalf of General Electric
Capital Assurance Company:

By: _____
Name (Print or Type)

Signature: _____

Title: _____
(If Applicable)

Signed at: _____

Date Signed: _____

Brokerage General Agent Name or Number

General Agent Name or Number