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# AMERITAS LIFE INSURANCE CORP.

## WRITING AGENT AGREEMENT

### For Use With Sales of Ameritas' Edge-Series Insurance Products

Ameritas Life Insurance Corp. ("Ameritas"), and \_\_\_\_\_ ("Writing Agent"), hereby acknowledge and agree as follows:

**1. APPOINTMENT AND DUTIES.** Subject to the terms of this Agreement, Ameritas hereby appoints Writing Agent as a writing agent for Ameritas in order to: (a) to solicit applications from those individuals and groups who satisfy the eligibility criteria established from time to time by Ameritas (in its sole discretion) and who select an insurance product from among those listed on Exhibit A (the "Edge-Series Products") (collectively the "Policyholders"), (b) render services to Policyholders and their insured members, and (c) if it is in the best interest of Policyholder to do so, to exert Writing Agent's influence to keep all policies that are within the scope of this Agreement continuously in force with Ameritas.

It is understood and agreed that there is no employer-employee relationship between Ameritas and Writing Agent, and nothing contained herein shall be construed to create such relationship.

Writing Agent is not authorized to (a) alter or amend any of the provisions of Ameritas' insurance policies or discharge any of Ameritas' insurance policies, (b) waive any forfeitures, (c) bind Ameritas in any way not authorized in advance and in writing by Ameritas, (d) pay any premium or other payments on behalf of an applicant or Policyholder, (e) incur any indebtedness or liability on Ameritas' behalf, (f) waive or extend the time for payment of any premium, (g) withhold any of Ameritas' monies or property, (h) rebate commissions, (i) guarantee benefits other than those specifically stated in Ameritas' policies, (j) authorize premium payments in a form other than cash or cash equivalents, or (k) fix or change premium rates as established by Ameritas.

Writing Agent shall NOT have the exclusive right to solicit and sell the Edge-Series Products unless so designated in writing by Ameritas, in its sole discretion. Writing Agent agrees not to use or cause to be used any letters, advertising materials, or any other printed matter or promotion of any kind in the course of selling or soliciting the Edge-Series Products unless first approved in writing by Ameritas, in its sole discretion.

Writing Agent shall secure and maintain such insurance agent, broker or producer licenses as required by law to sell, solicit and negotiate the Edge-Series Products and shall cooperate with Ameritas' efforts to appoint Writing Agent in each state identified by Ameritas. It is Writing Agent's responsibility to be properly licensed to do business under this Agreement. All agent license fees or any municipal, county, or occupational taxes, whether billed to Ameritas or to Writing Agent shall be the responsibility of Writing Agent. Ameritas shall pay for Writing Agent's initial state appointment fee and those renewal appointment fees in each state where there is an in-force Edge-Series Product policy that is within the scope of this Agreement. Writing Agent will comply with all applicable federal, state or other laws and regulations.

**2. COMMISSIONS.** Ameritas will pay to Writing Agent a commission, as described elsewhere herein, for the sale and servicing of Edge-Series Product policies. The amount of such commissions shall be as set forth in the Schedule of Commissions attached hereto at Exhibit B. The commissions shall be based upon the premiums actually received by Ameritas from the Policyholders or their covered members, as applicable for coverage under those Edge-Series Product policies that are issued pursuant to applications received from the Writing Agent.

Ameritas will pay such commissions in accordance with the terms and conditions provided elsewhere herein and in the applicable schedule. The Schedule of Commissions attached hereto is subject to change upon thirty (30) days prior written notice from Ameritas, but no such change shall

be effective for any Edge-Series Product policy issued prior to the date of change or on any Edge-Series Product policies issued as the result of applications received by Ameritas prior to the effective date of change except as set forth below in Section 3. Ameritas' decision regarding commissions is considered final and binding.

Ameritas will pay the monthly commission due Writing Agent hereunder so long as at the time Ameritas receives the corresponding premium Writing Agent is: (a) continuously and actively engaged as an agent or broker in the insurance business, (b) recognized by the Policyholders paying the associated premiums as the agent or broker of record, as applicable (c) satisfactorily performing all of the duties set forth in this Agreement as well as any additional servicing functions assigned by Ameritas, in its reasonable discretion, (d) assigned by Ameritas to the Policyholder as servicing agent and (e) have in force this Agreement.

Notwithstanding the foregoing, should Ameritas elect to terminate this Agreement without cause, as permitted below in Section 7, Ameritas shall for a period of up to 12 months following such termination (the "Run Out Period") continue paying Writing Agent the commission for those Edge-Series Product policies within the scope of this Agreement that are in-force as of the effective date of the termination BUT ONLY IF the impacted policies remain continuously in force with Ameritas and Writing Agent continues during this Run Out Period to satisfy subsections (a) – (c) set forth in the preceding paragraph.

The parties acknowledge and agree all of the premiums paid by Policyholders to Ameritas for those Edge-Series Products that are within the scope of this Agreement shall be excluded from and shall not apply toward any separate special producer compensation program that may be offered by Ameritas from time to time in connection with the sale of Ameritas' dental and vision insurance products.

### **3. COMMISSION REGULATIONS.**

(a) If Writing Agent is an entity and should Writing Agent's management structure change, it is the responsibility of Writing Agent to promptly notify Ameritas of those changes. Any changes in commission which Ameritas deems necessary as a result of such structural change will be effective as of the date of the change or the date Ameritas receives notification of the change, whichever is later.

(b) When a Policyholder changes its policy, the impact upon the amount of commission and any other compensation due Writing Agent, shall be determined by Ameritas, in its sole discretion.

(c) Ameritas will make commission adjustments at the end of each premium-paying period. If the original premium for any premium-paying period has been increased by net adjustments during said period, additional commission will be allowed upon the net increase; if it has been decreased, Writing Agent shall, upon demand, make a corresponding refund of commission to Ameritas.

**4. OFFSETS TO COMMISSION.** Ameritas may offset against any compensation due Writing Agent under this Agreement any debt, obligation or liability owed by Writing Agent to Ameritas or an affiliate of Ameritas. The ledger accounts of Ameritas shall be competent and conclusive evidence of the state of the account between the parties.

**5. COLLECTIONS AND REMITTANCES.** Writing Agent is not authorized to collect any premiums except for the initial premium. All monies received or collected by Writing Agent for Ameritas shall be made payable to Ameritas and Writing Agent shall immediately remit directly to Ameritas all moneys received or collected on behalf of Ameritas. Writing Agent is not authorized to endorse or cash checks, drafts, money orders or financial instruments made payable to Ameritas. Writing Agent is not authorized to commingle Ameritas funds, including gross premiums on business produced by Writing Agent, with any other funds.

**6. ASSIGNMENT.** No rights or interests of Writing Agent in or under this Agreement shall be sold, transferred or assigned, or subject to sale or assignment, without the written consent of Ameritas, which consent Ameritas may withhold in its sole discretion. Ameritas does not assume any responsibility for or guarantee the validity or sufficiency of any such approved assignment.

**7. TERMINATION.** Either party may terminate this Agreement without cause upon at least thirty (30) days prior written notice to the other party. Ameritas may terminate this Agreement with cause for the reasons identified below upon at least five days written notice to Writing Agent. Time shall be measured from the date the notice is deposited in the mail addressed to the last known address of the recipient.

Ameritas shall have the right, upon prior written notice, to terminate this Agreement if Writing Agent violates any applicable governing laws or rules set by the insurance authority in the state in which Writing Agent sells. In addition, Ameritas shall have the right, upon the required advance written notice, to terminate the Agreement upon the occurrence of any one or more of the following:

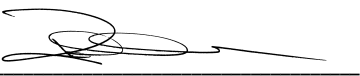
- (a) Writing Agent's failure to be licensed to sell insurance and hold an active appointment with Ameritas in each state where necessary;
- (b) The death or total disability of Writing Agent, if Writing Agent is an individual; or
- (c) If, during the term of this Agreement, Writing Agent should induce any of Ameritas' other agents to terminate their Agreement with Ameritas; or
- (d) If Writing Agent is not continuously and actively engaged as an agent in the insurance business.
- (e) If Writing Agent has committed fraud, misappropriated or withheld funds, violated any criminal or insurance laws, interfered with Ameritas' business, or Writing Agent's conduct in any way prejudices the interests of Ameritas, Writing Agent shall not be entitled to any such commissions.
- (f) If Writing Agent breaches any of its obligations under this Agreement.

**8. SEVERABILITY.** Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision contained herein, and such other provisions shall remain in full force and effect.

**9. CHANGING THE AGREEMENT.** No change in this Agreement shall be valid unless made by written amendment signed by an officer of Ameritas. Any change so made shall bind both Writing Agent and Ameritas. Writing Agent expressly acknowledges that this Agreement contains the entire agreement between Writing Agent and Ameritas and that there are no other agreements regarding commissions, other forms of remuneration or expense reimbursement, marketing territory or any other obligations other than as set forth in this Agreement or written amendment hereto.

**10. EFFECTIVE DATE** This Agreement is effective as of \_\_\_\_\_, 20\_\_.

**AMERITAS LIFE INSURANCE CORP.**

By:   
Kenneth L. VanCleave, President - Ameritas Group

**WRITING AGENT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Address: \_\_\_\_\_  
Street or PO Box

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
FEDERAL ID OR SS NUMBER

NOTE: Please use Federal ID if contract is in a company name; use SS# if the contract is in an individuals name.

**EXHIBIT A**

**ATTACHED TO AMERITAS LIFE INSURANCE CORP.  
WRITING AGENT AGREEMENT**

**EDGE-SERIES PRODUCTS**

Ameritas Life Insurance Corp.'s Edge Series Insurance Products are limited to those accident and health insurance product offerings identified by Ameritas, in its sole discretion, from time to time.

**EXHIBIT B**

**ATTACHED TO AMERITAS LIFE INSURANCE CORP.  
WRITING AGENT AGREEMENT**

**WRITING AGENT**

**SCHEDULE OF COMMISSIONS**

**Ameritas Life Insurance Corp. - Edge-Series Insurance Products**

**GROUP AND INDIVIDUAL EDGE-SERIES INSURANCE PRODUCTS**


Ameritas Life Insurance Corp. ("Ameritas") and the below Writing Agent ("Writing Agent") have previously entered into a Writing Agent Agreement ("Agreement") in connection with the sale and solicitation by Writing Agent of those certain Ameritas' Edge-Series Insurance Products identified in the Agreement. This Schedule of Commissions is hereby incorporated in and is subject to the terms and conditions of the Agreement.

Ameritas shall pay Writing Agent the commissions as provided herein on those group and individual policyholders (the "Policyholders") who have purchased an Ameritas Edge-Series Insurance Product through applications submitted by Writing Agent. Commissions are stated as a percentage of premiums actually received by Ameritas and are calculated at the individual insured member level. In the case of an individual policy, only the named insured shall be considered. No commission will be payable on policy fees, premiums waived, preliminary term, deposit funds, or temporary extra premiums. Commissions as shown are the total commissions payable to Writing Agent under the Agreement for the Policyholders.

<b>AMERITAS-EDGE SERIES INSURANCE PRODUCTS</b>	<b>FIRST YEAR %</b>	<b>RENEWAL %</b>
<b>GROUP DENTAL</b>	10%	10%
<b>INDIVIDUAL DENTAL</b>	10%	10%
<b>GROUP VISION</b>	10%	10%

**NOTE:** Notwithstanding the above, for those Policyholders which transitioned their insurance coverage directly from a Brokers National Life Assurance Company Edge Series insurance product to an Ameritas' Edge-Series insurance product within the scope of the Agreement, the initial effective date of coverage for all those members insured under the prior Brokers National Life Edge Series product shall determine the compensation due Writing Agent for such members who are subsequently insured by the Ameritas Edge-Series product.

**This schedule is effective for all purposes as of \_\_\_\_\_, 20\_\_\_\_.**

<b>Writing Agent</b>	<b>Ameritas Life Insurance Corp.</b>
X	By: 
<b>Printed Name:</b>	<b>Kenneth L. VanCleave President, Group Division</b>
<b>Title:</b>	