

IPS Fund Transfer Addendum to General Agent - Broker/Dealer Agreement

Effective Date: _____

This Addendum to the General Agent-General Agent - Broker/Dealer Agreement is made effective as of the date indicated above, by and among _____ (“Insurance Company”) and _____ (“General Agent - Broker/Dealer”). Collectively the Insurance Company and General Agent - Broker/Dealer are referenced herein as the Parties.

WHEREAS, the Parties have entered into a General Agent-General Agent - Broker/Dealer Agreement dated _____ (the “Agreement”);

WHEREAS, the Parties desire to amend the Agreement to provide for the electronic transmission of information relating to transfers of funds within insurance products (“Fund Transfers”) through the insurance processing service (“IPS”) maintained by National Securities Clearing Corporation (“NSCC”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to process Fund Transfers submitted through IPS in accordance with the following terms:

A. ELECTRONIC PROCESS FOR FUND TRANSFER TRANSACTION

1. General Agent - Broker/Dealer may submit Fund Transfer orders to Insurance Company through IPS in accordance with the applicable rules and procedures of NSCC, including the applicable NSCC implementation guides relating to Fund Transfers processed through IPS. The Parties acknowledge that compliance with these NSCC rules and procedures is a good order requirement. General Agent - Broker/Dealer warrants that the Fund Transfer information transmitted by it or on its behalf through IPS is accurate and complete. The Parties acknowledge that Insurance Company will rely upon the information provided by General Agent - Broker/Dealer in making the requested Fund Transfer.

2. Insurance Company will notify General Agent - Broker/Dealer of its inability to perform a Fund Transfer submitted by General Agent - Broker/Dealer through IPS promptly after it is discovered. Notification will normally be made through IPS.

3. The Insurance Company hereby appoints General Agent - Broker/Dealer as the Insurance Company’s agent for the limited purpose of accepting Fund Transfer transactions from General Agent - Broker/Dealer clients.

4. Orders that General Agent - Broker/Dealer submits through IPS must be entered into the order system utilized by the General Agent - Broker/Dealer, and time stamped in a manner which conforms to the time stamping requirements of the Rules of the NYSE. Such orders that are received and time stamped by General Agent - Broker/Dealer by the close of regular trading (the "Close of Trading") on the New York Stock Exchange (the "NYSE") (generally 4:00 p.m., Eastern time) on each day on which the Separate Account calculates its net asset value (as described in the Separate Account's Prospectus, a "Business Day") shall be treated by Insurance Company and General Agent - Broker/Dealer as received on that Business Day. Orders that General Agent - Broker/Dealer receives or time stamps after the Close of Trading shall be treated by the Insurance Company and General Agent - Broker/Dealer as received on the next Business Day. In addition, all such orders transmitted in respect of a Business Day must be received by the Insurance Company by ___ p.m. of such Business Day.

5. Each Party (a) represents that it has entered into a membership agreement with NSCC and (b) agrees to perform in accordance with applicable provisions of such agreement and to process Fund Transfer orders in accordance with the applicable rules and procedures of NSCC.

6. The Parties acknowledge their respective obligations with respect to Fund Transfers under applicable law, including the applicable provisions of federal securities law, the Investment Company Act of 1940, as amended and the rules promulgated thereunder, and the rules of applicable self-regulatory organizations such as the NASD.

B. GENERAL

1. The Parties hereby ratify and affirm the Agreement, as amended and supplemented by this Addendum. Without limiting the foregoing, the Parties acknowledge that the indemnification provisions of the Agreement shall apply to Fund Transfers transmitted through IPS under authority of this Addendum, as shall all provisions of the Agreement which are not in conflict with the terms of this Addendum. The provisions of this paragraph shall survive the termination of this Addendum.

(GENERAL AGENT—GENERAL AGENT - BROKER/DEALER NAME)
(INSURANCE COMPANY NAME)

By: _____
Title: _____

By: _____
Title: _____