

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 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. Each Party to this Agreement shall promptly furnish to the other Party any reports and copies of forms requested for the purpose of meeting its reporting and record keeping obligations under the insurance laws of any state and under the federal and state securities laws or the rules of the NASD, or for the purpose of facilitating the handling of

customer complaints. Such information shall be provided no later than two (2) business days from the request date.

4. 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.

5. Orders that General Agent - Broker/Dealer submits through IPS must be entered into the order system utilized by 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. All orders are subject to acceptance or rejection in accordance with the provisions of the Agreement between the Parties as supplemented and amended by this Addendum, and orders shall be processed only upon receipt in proper form.

6. 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.

7. Late Trading Prevention Procedures

-- General Agent - Broker/Dealer represents that it has adopted, and will at all times during the term of this Agreement maintain, reasonable and appropriate procedures ("Late Trading Procedures") designed to ensure that any and all Fund Transfer transactions communicated by General Agent - Broker/Dealer to the Insurance Company to be treated in accordance with this Addendum as having been received on a Business Day have been received by General Agent - Broker/Dealer by the Close of Trading on such Business Day and were not modified after the Close of Trading, and that all such Fund Transfer orders received from General Agent - Broker/Dealer's clients but not rescinded by the Close of Trading were communicated to the Insurance Company as received for that Business Day.

-- Each transmission of Fund Transfer orders by General Agent - Broker/Dealer through IPS shall constitute a representation by General Agent - Broker/Dealer that such orders are accurate and complete and are as received by General Agent - Broker/Dealer by the Close of Trading on the Business Day for

which the order is to be priced, and that such transmission includes all such orders received from General Agent - Broker/Dealer's clients but not rescinded by the Close of Trading.

8. Access to Certain of General Agent - Broker/Dealer's Records

-- General Agent - Broker/Dealer will provide the Insurance Company with (A) a copy of General Agent - Broker/Dealer's Late Trading Procedures and (B) such certifications and representations regarding General Agent - Broker/Dealer's Late Trading Procedures as the Insurance Company may reasonably request. General Agent - Broker/Dealer will ensure the ability of appropriate regulatory authorities to obtain information and records relating to General Agent - Broker/Dealer's Late Trading Procedures and the ability of the Insurance Company or its agents to conduct reasonable inspections of General Agent - Broker/Dealer's records and facilities regarding compliance with General Agent - Broker/Dealer's Trading Procedures. General Agent - Broker/Dealer will notify the Insurance Company in writing of any material change in General Agent - Broker/Dealer's Late Trading Procedures within 60 days of such change.

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: _____