AGENT AND COMMISSION AGREEMENT

Ameritas Life Insurance Corp., Ameritas Life Insurance Corp. of New York

Ameritas

This Agreement is made on this day by and among Ameritas Life Insurance Corp. ("Ameritas Life"), a Nebraska corporation, and Ameritas Life Insurance Corp. of New York ("Ameritas NY"), a New York corporation (collectively referred to herein as "Ameritas" or "Company"), and ______________________________________, (hereinafter referred to as the "Agent" or "Sub-GA").

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

Section 1: Appointment
Company does hereby appoint Agent to represent the Company as its "Agent" to market, and to solicit and procure applications, either directly or indirectly through appointed brokers, writing agents, and other sub-GAs as applicable ("Producers"), for those Company insurance policies identified on **Exhibit A**, which is attached hereto and made a part hereof ("Policies"). Agent accepts its appointment as an Agent and agrees to perform faithfully the duties thereof to the best of its knowledge, skill and judgment, and in accordance with the terms and conditions set forth in this Agreement. Notwithstanding the foregoing, Agent understands that it will not be appointed as an Agent until it completes and returns the Agent appointment form attached hereto as **Exhibit B**.

Section 2: Term
This Agreement is effective on _________________, 20____, and will continue until terminated according to the termination provisions of this Agreement, set forth in Section 14, below.

Section 3: Territory
Agent shall act as Agent for Policies in all states where Agent is legally licensed and appointed.

Section 4: Authority and Duties
As Agent for the Company during the term of this Agreement, Agent shall have the following authority and duties:

A. Agent shall use its best efforts to market Policies and shall solicit and procure applications using, in connection therewith, such certificates, notices and other documents that shall be necessary or appropriate for that purpose. Policies shall be issued on Company's policy forms identified on **Exhibit A**. In the event additional or substituted Policy types become available, or existing Policies are discontinued or modified by the Company, the Company may unilaterally amend **Exhibit A** to include, substitute or exclude, as the case may be, all such additional, substituted, discontinued or modified Policy types.

B. Agent may recommend for appointment Producers to solicit applications for coverage under Policies, and shall be responsible for managing and controlling the Producers. Agent's recommendation of a Producer shall be subject to Company's written approval, and, in connection therewith, Agent shall provide (and require Producers to provide) to the Company such Producer acknowledgments and other documents as the Company shall require. In those states requiring Producer appointment prior to the solicitation of insurance applications, no Producer recommended by Agent may solicit applications for coverage until such time as Company has appointed said Producer. Company may revoke immediately any Producer's appointment at any time with reasonable cause, and may revoke any Producer's appointment upon thirty (30) days prior notice for any reason whatsoever. Agent shall determine, without expense to the Company, that a Producer is duly licensed and otherwise qualified with all applicable government authorities and listed with the Company in a state prior to soliciting business for Company insurance policies therein. The Company shall have the right to require Agent, at the Company's expense, to conduct such additional investigations and evaluations of Producers as the Company shall request.

C. Agent shall, from time to time and upon request, provide Company with a then-current list of those Producers with whom Agent has an arrangement as contemplated by this Agreement. Additionally, Company may, in its sole discretion, seek separate written confirmation from any Producer so identified by Agent that Agent and Producer have an arrangement then in effect which would obligate Company to pay Agent the compensation described elsewhere herein in connection with sales of Ameritas Products by such Producer. If Company is informed by either

Agent or a Producer that an arrangement between Agent and the particular Producer has been terminated or does not otherwise exist, Company shall have the right, in its sole discretion, to immediately remove the corresponding policies from the scope of this Agreement and cease paying Agent any compensation hereunder in connection with such policy.

D. Agent shall be free to exercise its own judgment as to the persons from whom Producers will solicit applications for Policies, and the time and place of solicitation; provided, however, that the Company, from time to time, may prescribe instructions, rules and requirements regarding the solicitation of applications that Company, in its sole discretion, determines are reasonably necessary to ensure that applications solicited by Agent (and Producers) will conform to Company standards for Policies. Agent shall comply with and abide by such instructions, rules and requirements.

E. Agent shall monitor and oversee the activities of each Producer and shall immediately notify the Company in writing of the occurrence of any event or condition with respect to a Producer as described in this Section 4.D of which Agent becomes aware. Agent shall provide the Company with its full reasonable cooperation in the event the Company elects to terminate any Producer. By way of example, and not limitation, Producers will be terminated in the event any such Producer:

1. at any time is in violation of any law, rule, regulation, order or other decree issued or promulgated by any governmental authority;
2. defaults in any monetary or other debt, obligation, liability or commitment owing to the Company;
3. becomes insolvent, makes any assignment of its assets for the benefit of its creditors, files a voluntary petition in bankruptcy or for reorganization under the bankruptcy laws, consents to the appointment of any receiver, trustee or liquidator, or suffers an order against it pursuant to the bankruptcy laws approving the filing of an involuntary petition in bankruptcy against such party; or
4. commits any act, or omits to take any action, which, in the determination of the Company, adversely affects the business operations, activities or reputation of the Company. Agent shall be solely responsible and liable for the selection, qualifications, licensing, fidelity and actions of Producers and shall indemnify, defend, and hold harmless the Company from and against any claim, action, liability or expense (including reasonable attorney's fees) arising therefrom.

F. Agent shall, and shall require Producers to, comply with such instructions, rules and requirements regarding the advertising and marketing of the Policies, and the solicitation and procurement of applications therefore, as the Company shall from time to time communicate in writing to Agent.

G. Agent shall not attempt or effectuate a bulk transfer of the business which is the subject matter hereof to another insurance carrier (whether by "rolling" or "rewriting" such business or otherwise) and shall use reasonable efforts to prevent any such bulk transfer.

H. The authority of Agent shall be restricted as follows:
1. Agent shall have no authority to, and shall use commercially reasonable efforts to prevent Producers from engaging in activity to:
   a. change, omit, add to or waive any question, statement or answer on any application,
   b. change, omit, add to, waive or discharge any provision of any Company Policy,
   c. waive forfeitures,
   d. extend time of premium payments,
   e. Quote rates other than those published by the Company, or
   f. Obligate or bind the Company in any way not specifically authorized by this Agreement or in writing by the Company.
2. Agent, without obtaining prior written approval from the Company, shall not engage in any action which will impose any liability on the Company for any federal, state, municipal or county license, fee or tax.
3. Agent shall not commence any litigation between itself and any Producer, any other agent or representative of the Company, or an applicant to or insured of the Company or any other person with respect to any matter relating to Policies or any other business of the Company without providing ten (10) days prior written notice thereof to the Company.

I. Agent shall enter into a Business Associate Agreement with the Company in the form attached hereto as **Exhibit C**.

J. General Agent shall comply with the requirements set forth in **Exhibit C** pertaining to use and disclosure of Protected Health Information, as defined by the Standards for the Privacy of Individually Identifiable Health Information promulgated by the Department of Health and Human Services, located at 45 C.F.R 160.103. Agent acknowledges that **Exhibit C** may be amended or modified, as necessary, to comply with the requirements imposed by state or federal law governing the privacy and security of Protected Health Information.
Agent shall comply with all policies and procedures applicable to Agent posted on the Company's website.

Section 5: Licenses

A. Agent shall be licensed in each state in which Agent does business for Ameritas.

B. Agent will be responsible for securing and providing to Ameritas adequate proof of any licenses or other documentation as may be required by Ameritas or the state(s) where Agent is authorized to solicit insurance.

C. Agent shall notify Ameritas immediately of any termination, suspension, or expiration of their license to engage in the health insurance business in any state or jurisdiction where it has been appointed by Ameritas.

Section 6: Compensation

A. As full compensation for all services rendered by Agent under this Agreement, the Company shall authorize payment based on the commission schedule set forth on **Exhibit D**, which is attached to and made a part hereof, which compensation shall be payable on all gross monthly "first year premiums" and "renewal year premiums" (as those terms are defined in Section 6.B below) paid to and received by the Company on Policies produced by Agent and Producers during the term of this Agreement ("Commissions").

B. For the purposes of this Agreement, "first year premiums" shall mean the premium paid to and received by Company during the first twelve (12) month period immediately following the initial effective date of a policyholder's coverage with the Company. Each subsequent twelve (12) month period, commencing on the anniversary of the effective date of a policyholder's coverage, shall constitute a "renewal year" for purposes of this Agreement. "Renewal year premiums" shall mean the premium paid to and received by Company during each renewal year of a policyholder's coverage.

C. The Company reserves the right to revise the **Exhibit D** upon sixty (60) days advance written notice to the Agent. Any revised **Exhibit D** will become a part of this Agreement on its effective date and shall supersede all previous attachments to this Agreement.

D. Commissions shall be paid by check, bank draft or electronic means.

E. Commission, override and similar payments are subject to, and shall be made in accordance with the provisions of applicable state law.

Section 7: Advertising

A. The Company shall provide to Agents a reasonable supply of material relating to a Policy, including, but not limited to, applications, forms, outlines of coverage, marketing material and kits, plan description brochures and rate cards ("Policy Materials"). Policy Materials can be used by the Agent or its Producers to solicit and procure applications for Policies.

B. Agent does not have the authority to modify Policy Materials or to prepare and publish advertisements in any media whatsoever, without advance written approval from the Company.

C. Agent shall forbid Producers from modifying Policy Materials or preparing and publishing advertisements in any media whatsoever, without advance written approval from the Company.

Section 8: Service of Legal Process

Neither party shall have the authority to receive or accept any service of legal process for the other party. Each party shall immediately notify the other party of any such attempted service or its receipt of any such service and shall transmit to the other party by overnight courier within twenty-four (24) hours after its receipt thereof any paper served upon that party in connection with any legal proceedings by or against the other party.

Section 9: Regulatory Compliance

The parties hereto agree to comply with applicable law and with the rules and regulations of all regulatory authorities having jurisdiction over their activities. The parties shall maintain, at their own expense, all required licenses and/or certificates of authority and meet any other requirements to lawfully transact business as contemplated by this Agreement. Agent specifically shall comply with all applicable insurance agent/broker statutes and regulations in any state in which business arising under this Agreement is transacted ("Insurance Agent/Broker Regulations") and shall provide copies of all required licenses to the Company on an annual basis, upon request of the Company, or more frequently upon request of the Company.

If its licenses or certificates are suspended or revoked, or are permitted to expire, Agent shall so inform Company in writing, by certified mail within five (5) business days from the effective date of such suspension, revocation or expiration. Upon receipt of such notice, Company shall have the right to terminate this Agreement at any time upon written notice to Agent. Company shall not be liable to Agent for reimbursement of any fines or penalties assessed against Agent by any regulatory authority for Agent's violation of applicable Insurance Agent/Broker Regulations.

Section 10: Maintenance/Inspection of Books and Records

Agent shall keep and maintain adequate books and records relating to its activities hereunder for seven (7) years (or such longer period required by law). All such books and records shall be maintained in accordance with the customary record-keeping practices in the insurance industry and the regulations of any regulatory agency or other entity having jurisdiction over Agent's and the Company's activities. All such books and records of Agent shall be open to the inspection of, and copying by, the Company, or its agents, employees, or other representatives, including its auditor and attorneys, upon reasonable notice and during regular business hours of Agent during the term of this Agreement and for a period of seven (7) years after termination. Agent shall provide Company with thirty (30) days written notice prior to the destruction of such books and records.

Section 11: Insurance Coverage

Agent shall at all times carry errors and omissions insurance with minimum coverages of $1,000,000 per occurrence, $1,000,000 in the aggregate. Agent shall furnish Company with proof of such coverage upon request.

Section 12: Confidentiality

A. "Confidential Information" means the software processes and formulas, source codes, internal product information, pricing formulae and strategies, sales strategies, costs and other unpublished financial information, business plans, advertising revenues, advertising relationships, projecting marketing material/data, and/or customer lists of either party to this Agreement.

B. Should either party disclose any of its Confidential Information for any purpose in connection with this Agreement, the party receiving the information shall maintain the same in confidence, shall use the same degree of care to maintain the secrecy and confidentiality of the information as it uses in maintaining its own proprietary, confidential, and trade secret information, shall always use a reasonable degree of care in maintaining the secrecy and confidentiality of the information, shall use the information only for the purpose of performing its obligations under this Agreement, and shall, except as otherwise necessary to fulfill its obligations hereunder, deliver to the other party, in accordance with any request from the other party, all copies, notes, computer memory media, and all other materials containing any portion of the other party's information either within its possession or under its control. Neither party shall disclose any Confidential Information to anyone except those of its employees having a need to know in order to accomplish the intents and purposes of this Agreement.

C. Notwithstanding the foregoing,
   1. neither party shall have any obligation with respect to any portion of disclosed Confidential Information which:
      a) was known to it prior to receipt of the information from the other party,
      b) is lawfully obtained from a third party under no obligation of confidentiality, or,
      c) is or becomes publicly available without any act or failure to act by the receiving party; and
   2. either party shall be permitted to disclose Confidential Information if required by a court of competent jurisdiction or by a regulatory authority having jurisdiction over such party, provided that the parties shall provide one another with prompt written notice of any demand for such disclosure.

Section 13: Ownership and Usage of Trademarks

A. The Company grants to Agent, for Agent's and Producers' non-exclusive use during the term of this Agreement, a non-exclusive and non-transferable license to use such trademarks, service marks, and proprietary words and symbols which the Company has adopted or may adopt from time to time (collectively "Company Trademarks"), for the limited purpose of Policy advertising and promotion, subject to the limitations of Section 7 above. Agent shall not adopt, and Agent shall prohibit Producers from adopting, any deceptively similar mark. Agent further agrees that it will not, and that it shall not permit Producers to, license, assign, transfer, or enter into any agreements with any third parties that purport to authorize or consent to such third party's use of the Company Trademarks, or any other deceptively similar trademark.

B. Agent agrees for itself and any successors, assigns, affiliates (any person or entity controlled by, controlling or under common control with such party) or its other legal representatives, and Agent shall require Producers to agree such that Producers, will not challenge, contest or dispute the ownership of any of Company Trademarks and registrations, or any future registrations for any other Company Trademarks that are consistent with the provisions of this Agreement.

C. In the event Agent or any Producer utilizes the Company Trademarks as authorized by this Agreement, Agent shall, and shall cause such Producers to, identify all products featured in such advertising which are not Policies as non-policies that are not those of the Company.

Section 14: Termination

A. This Agreement may be terminated, without cause, by either party at any time effective upon not less than thirty (30) days prior written notice to the other party. Notice shall be given pursuant to Section 23 of this Agreement, and shall state the effective date of the termination. If no effective date is stated, the Agreement shall be deemed to terminate thirty (30) days after written notice is received.

B. This Agreement may be terminated by either party, effective upon delivery of written notice thereof to the other party for any of the following reasons:
   1. the failure of the other party to remedy any material breach of this Agreement, or of any agreement incorporated into this Agreement, including but not limited to, The Business Associate Agreement attached as **Exhibit C,** within thirty (30) days after that party's receipt of written notice of such breach;
   2. immediately, if the other party becomes insolvent, makes any assignment of its assets for the benefit of its creditors, files a voluntary petition in bankruptcy or for reorganization under the bankruptcy laws, consents to the appointment of any receiver, trustee or liquidator, or suffers an order against it pursuant to the bankruptcy laws approving the filing of an involuntary petition in bankruptcy against such party;
   3. immediately, if Agent fails to conform to any reasonable request of the Company;
   4. immediately, if Agent fails to comply with applicable federal or state laws and regulations, including, without limitation, if Agent loses its license to transact business in a state where such license is required; or
   5. immediately, if Agent violates a material term of any agreement incorporated into this Agreement, including but not limited to, **Exhibit C**; or
   6. immediately, if Agent shall commit any fraud, embezzlement or financial impropriety.

C. Unless this Agreement is termed by the Company pursuant to Section 14.B, the termination of this Agreement shall not alter or affect in any way Agent's right under this Agreement to be paid Commissions as long as Agent continues to perform in accordance with the terms of this Agreement, remains properly licensed to transact business, and the business produced by Agent remains insured by Company.

D. Upon termination of this Agreement, Agent shall cease all advertising, marketing and solicitation with respect to the Policies.

E. In the event of termination of this Agreement, the obligations set forth in Sections 4.F, 4.H , 7, 8, 9, 10, , 12, 13, , 15, 16 and 19 of this Agreement, and Section 4a of **Exhibit C** shall continue in full force and effect, and Agent shall utilize its best efforts, including, without limitation, and, if necessary, the commencement of litigation to, and to cause Producers to, continuously maintain in full force and effect all Policies and renewals thereof issued by the Company as contemplated herein prior to the effective date of termination.

Section 15: Indemnification

Each party agrees to indemnify and hold the other party harmless from and against any and all losses, costs, damages and expenses (including reasonable attorneys' fees and extra-contractual damages which may include but are not limited to, compensatory, consequential, and punitive damages) which the other party may incur by reason of any demand or action by any third party arising out of the negligence, willful misconduct and/or bad faith action of the party responsible for the performance of the duties outlined in this Agreement. Each party also agrees to fully cooperate with the other party, when necessary, in all controversies or proceedings, legal or otherwise.

Without limiting the generality of the foregoing, in the event the Company is cited by an insurance department or regulatory authority for noncompliance or alleged noncompliance with any law or regulation, which citation is caused by Agent or a Producer in the performance of its soliciting, procuring or marketing activities, Agent shall indemnify the Company for any (a) legal or administrative expenses incurred by the Company to cure such citation, and (b) fine, penalty or judgment assessed against or imposed upon the Company, whether such fine, penalty or judgment is payable to a regulatory authority or to a private party.

Section 16: Offsets and Refunds

Company shall have the right, and may exercise such right at any time and from time to time, to offset any amount due to the Agent under this Agreement, whether on account of premiums, commission or otherwise, to the extent such amounts are not otherwise set off under the terms of this Agreement or any other agreement between the parties hereto and are past due, against any balance due or to become due from Agent to the Company under this Agreement or any other agreement between the parties. The Company will set forth in writing to Agent all claimed offsets, and the basis for any claimed offset shall be set forth in detail with particularity.

Should Company in its sole discretion for any reason refund or credit to the customer any premium, Agent will promptly, on demand, refund to Company all compensation paid to Agent on account of such premium. Compensation adjustments may be made on decreases in premium for which compensation has previously been paid.

Any compensation paid to Agent for premiums later refunded or credited to the customer, or any overpayment of compensation shall be a debt due Company from Agent and payable in accordance with this Section.

Section 17: Non-waiver

The failure of either the Company or Agent to insist in any one or more instances upon the performance of any duty or obligation of the other party under this Agreement, or the failure to perform any duty or obligation of this Agreement, shall not be construed as a waiver or relinquishment for the future performance of such duty or obligation in accordance with this Agreement.

Section 18: Assignment/Delegation

This Agreement, and the performance of any duty or obligation hereunder, may not be assigned or delegated by either party without the prior written consent of the other party; provided, however, that this provision shall not prohibit Agent from recommending Producers for appointment, as contemplated in Section 4 of this Agreement.

Section 19: Settlement of Disputes and Procedure

It is anticipated that any disagreements which may arise will be resolved by good faith negotiations between the parties. Should negotiations fail to resolve the matter, either party may send the other party written notice that negotiations regarding the disputed matter(s) have reached an impasse and may invoke the dispute arbitration mechanism set out below. It is the intention of the Company and Agent that customs and usages of the business of insurance shall be given full effect in the interpretation of the Agreement. The parties shall act in highest good faith in all aspects of the arbitration process. The arbitration procedure shall be the parties' exclusive remedy.

Section 20: Arbitration Procedures

A party desiring arbitration of a specific issue ("Claimant") shall make a written demand on the other party ("Respondent") stating, with specificity, the issue and the Claimant's position with respect to that issue. Within twenty (20) days of receipt of such demand, the Respondent shall respond in writing indicating its agreement or disagreement with the position of the claiming party Claimant and the reasons therefor. Within ten (10) days after Respondent's response becomes due, each of the parties shall designate an arbitrator by written notice to the other party. Within ten (10) days after designation of each party's arbitrator, the two arbitrators shall agree upon and select an umpire to act as a third member of the arbitration panel, and the two arbitrators shall jointly advise each of the parties, in writing, of their selection. If either party fails to name its arbitrator or if an umpire cannot be selected, either party may petition the American Arbitration Association (AAA) and an arbitrator or umpire shall be selected at the earliest practicable time pursuant to the rules and regulations of the AAA.

The arbitrators and umpire shall all be present or prior executive officers of insurance or reinsurance companies and not be under the control, direction or other influence of either party to the arbitration or have a pecuniary interest in either the dispute or the parties For purposes of this Agreement, persons who are "under the control, direction or influence" of the other includes without limitation, current or former officers, directors, employees or agents of either party, their affiliates or subsidiaries, and shareholders of any of these entities. Notice naming any arbitrator or umpire shall indicate any prior contact, if any, of said arbitrator or umpire with either of the parties and their officers and directors. Either party may object to the arbitrators' selection of the umpire by sending a notice in writing to the arbitrators and the other party within fifteen (15) days of receipt of notice of the umpire selected by the arbitrators. Within ten (10) days after receipt of such notice of objection, the arbitrators shall determine whether to select a different umpire or overrule the objection made to the previously selected umpire, and the decision of the arbitrators shall be conclusive.

A hearing shall be scheduled to occur within sixty (60) days after the appointment of the umpire. Discovery may be conducted in accordance with the Nebraska Rules of Civil Procedure. A witness list, an exhibit list and copies of all exhibits to be used at the hearing shall be disclosed at least seven (7) days prior to the hearing. An arbitration brief shall be filed at least five (5) days prior to the hearing. Any disputes regarding discovery or disclosure shall be resolved by the umpire by telephone conference call.

Decisions of the arbitration panel, consisting of the two arbitrators and the single umpire, shall be made by majority vote, shall be made in writing, shall include findings of fact, and shall be delivered to both parties and each member of the arbitration panel. The arbitration panel is not authorized to award punitive damages and is specifically prohibited from making a punitive damage award.

The decision of the arbitration panel shall be made within fifteen (15) days after the hearing or the due date for the filing of the last written argument, as the case may be. Such decision shall be binding, final and non- appealable.

Any due dates for action in connection with arbitration can be extended by mutual, written agreement of the parties to this Agreement. Each party shall bear the fees and costs of its own arbitrator and the two parties shall share equally the expenses of the umpire; provided, however, that the reasonable fees and costs of the arbitration panel may be awarded to one party or the other as part of the ruling of the arbitration panel. The fees of the arbitrators and the umpire shall be set forth in the notice pursuant to which each of the members of the arbitration panel is named.

The arbitration panel is not obliged to follow judicial formalities. Arbitration shall be conducted in Lincoln, Nebraska or other such jurisdiction that is mutually agreed to by the parties.

This arbitration section of the Agreement shall survive the termination of this Agreement and be deemed an obligation of the parties which is independent and without regard to the validity of this Agreement.

Section 21: Violent Crime Control and Law Enforcement Act Compliance

Agent hereby certifies to Company that, to the best of its knowledge, none of its current principals, owners, officers, directors, employees, or Producers have at any time been convicted of a state or federal criminal felony involving dishonesty or breach of trust. In addition, Agent certifies that it will obtain sufficient information about any new principals, owners, officers and directors, employees, or Producers to satisfy Insurer's right to require that such persons have not been convicted of a felony involving dishonesty or a breach of trust. In the event Agent becomes aware that any above-described person has been convicted of such a felony after the effective date of this Agreement, Agent shall immediately notify Company.

Section 22: Miscellaneous

A. Agent and the Producers shall at all times be deemed independent contractors with respect to the services provided hereunder, and in no event shall this Agreement be construed to create a joint venture, a partnership, or an employer/employee relationship between the parties hereto concerning the subject matter hereof.

B. This Agreement, and any exhibits, supplements or addendum attached hereto, shall constitute the entire Agreement between the Company and Agent relating to matters contained herein and shall supersede all prior written or oral agreements between the parties concerning the subject matter hereof.

C. This Agreement may be amended or modified in any of its terms only by a written instrument signed by both parties. This provision does not prohibit Company from amending exhibits as described elsewhere in this agreement.

D. If any provision of this Agreement is found invalid by any court of competent jurisdiction, then such provision shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time and, as so adjusted, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in full force and effect.

E. All questions pertaining to this document and its validity, construction and administration shall be determined in accordance with the laws of the State of Nebraska (but not including the choice of law rules thereof).

F. This Agreement is made between honorable persons experienced in the insurance business who were represented by competent counsel in the negotiation of this Agreement. Both parties pledge their best efforts to honor both the technical requirements and the intent of this Agreement and agree that any disputes which may arise shall be resolved in consideration of the purpose of this Agreement as well as the technical language and shall take into account the custom and practice of the insurance business with respect to such matters.

G. Each party represents and warrants to the other that it has taken all actions and has obtained all authorizations, consents and approvals necessary to execute this Agreement. Agent represents and warrants that it is duly licensed as an Agent. As a material inducement to Company to enter into this Agreement and to perform as contemplated under this Agreement, Agent represents and warrants to Company as follows:
   1. Organization and Standing: Agent has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.
   2. This Agreement constitutes the legal, valid and binding obligations of Agent and is enforceable against Agent in accordance with its terms.
   3. Default: The execution and delivery of this Agreement and compliance with the terms of this Agreement by Agent will not conflict with, or result in the breach of, or constitute a default under, or result in the creation of any liabilities upon any of the assets or properties of Agent pursuant to, any corporate charter, bylaw, indenture, mortgage, lease, agreement or other instrument to which Agent is a party or by which Agent is bound.
   4. Litigation: There are no actions, suits or proceedings pending or (to Agent's knowledge) threatened against or affecting Agent, before any court, arbitrator, or governmental body that would, if determined adversely to Agent, have a material adverse effect upon the financial condition, business or operations of Agent or the ability of Agent to perform its obligations under this Agreement.
   5. Completeness of Statements: No information, exhibit, schedule, written statement, report or document furnished to Company in connection with this Agreement, nor any representation, covenant or warranty by Agent in this Agreement, contains any untrue statement of material fact or omits to state a material fact necessary to make the statements herein or therein not misleading or which shall have an adverse effect on Agent, Company, or Agent's ability to fully and faithfully perform under this Agreement.

H. This Agreement shall be binding upon and for the benefit of the parties and their respective heirs, executors, administrators, successors, devisees and assignees.

I. This Agreement may be executed in more than one counterpart, each of which will be deemed an original but all of which together will constitute one and the same instrument, and shall be deemed effective when each of the parties has executed a counterpart hereof. A facsimile or electronic copy of the signature page shall constitute an original for all purposes.

J. The headings or captions of this Agreement are for convenience and reference only and will not have any effect in modifying, explaining and otherwise adding to the interpretation, construction or meaning of this Agreement.

Section 23: Notices

Notice shall be given by certified mail, return receipt requested, postage prepaid, or by hand delivery, or by overnight service (such as Federal Express). Notice shall be considered received for hand delivery, or overnight service on the day it was delivered. Notice by certified mail shall be deemed received three (3) days following the day it was deposited with the U.S. Postal Service, addressed to the other party with postage prepaid.

If to Company:	Ameritas Life Insurance Corp. 5900 "O" Street Lincoln, NE 68510 ATTN: Kelly Wieseler, Executive Vice President—Group
With a copy to:	Group General Counsel 5900 "O" Street Lincoln, NE 68510
If to Agent:	

Either party may change its address for purposes of receiving notices or the name and number of persons receiving notice on its behalf by written notice pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement be executed in duplicate by their duly authorized representatives effective on the date first written above.

Ameritas Life Insurance Corp.

By: ______________________________

Printed: Kelly Wieseler

Title: Executive Vice President, Group Distribution

Date: ______________________________

Ameritas Life Insurance Corp. of New York

By: ______________________________

Printed: Kelly Wieseler

Title: Executive Vice President, Group Distribution

Date: ______________________________

Agent Signature

By: ______________________________

Printed: ______________________________

Title: ______________________________

Date: ______________________________

EXHIBIT A
COVERED POLICIES

Spirit Group Dental and Vision
Spirit & Magnum Individual Dental and Direct Vision & Magnum
Vision

Note: All products may not be available in all states and are subject to individual state regulations.

EXHIBIT D
COMMISSION SCHEDULE

This schedule is attached to and made a part of the Company's Sub-General Agent and Commission Agreement. These terms are available for the products within Exhibit A.

Compensation is payable from the point in which sub-General Agent is named by the Writing Agent, Individual or Group.

Commissions are calculated on premiums received and accepted by the Company for the following products. All products may not be available in all states and are subject to individual state regulations.

Spirit Group Dental Compensation……………………………13% First Year (1% override to sub-GA/10% to Producer)

…………13% Second Year (4% override to sub-GA/7% to Producer)

…………13% Third and Subsequent Years (4% override to sub-GA/7% to Producer)

Spirit Group Vision Compensation……………………………13% First Year (1% override to sub-GA/10% to Producer)

…………13% Second Year (4% override to sub-GA/7% to Producer)

…………13% Third and Subsequent Years (4% override to sub-GA/7% to Producer)

Spirit & Magnum Individual Dental Compensation…13% First Year (1% override to sub-GA/10% to Producer)

..13% Second and Subsequent Years (4% override to sub-GA/7% to Producer)

Direct Vision & Magnum Individual Vision Compensation..13% First Year (1% override to sub-GA/10% to Producer

..13% Second and Subsequent Years (4% override to sub-GA/7% to Producer)

Note: This Commission Schedule does not apply to Insurer Administrative Services Only (ASO) products nor to any Insurer Trust products. Additionally, any Products included within the scope of this Commission Schedule may not also count toward or be considered any special producer compensation or other bonus programs that Company may offer from time to time.