securian FINANCIAL®

Individual insurance products issued by
Minnesota Life Insurance Company
Securian Life Insurance Company

Life insurance and annuity sales

Policies and procedures

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1. Policies and Procedures Introduction

This policies and procedures guide is a reference for producers and should be read carefully. It was created to make producers selling Minnesota Life Insurance Company (Minnesota Life) and Securian Life Insurance Company (Securian Life) products aware of our policies and procedures, and of laws, rules and regulations governing the sale of our products. You are responsible for complying with these policies and procedures in addition to any policies and procedures required by your affiliated agency or broker-dealer.

This guide is not a recitation of all of the applicable laws, rules or regulations. Producers are responsible for compliance with all applicable laws, rules and regulations and may be subject to regulatory sanctions or criminal prosecution for violations. This guide is not for use with the sale or administration of group annuities utilized in conjunction with retirement plans. Any documents referenced in this guide are considered part of our policies and procedures. As your sales agreement with Minnesota Life or Securian Life states, violations of our policies and procedures may result in disciplinary action or termination of your appointment.

For questions related to Minnesota Life's or Securian Life's Policies and Procedures, you may contact us using the following options:

- Life products: 1-800-643-5728
- Annuity products: 1-800-362-3141
- securian.com

2. Licensing and appointment

All states have laws that require persons engaged in the business of selling life insurance and individual annuity products to be licensed. Most states also require producers to be "appointed" by an insurance company to sell its products. Only producers who are licensed under applicable state insurance laws and appointed by Minnesota Life and/or Securian Life (each referred to individually in this guide as a "Company," collectively as the "Companies") may sell products on our behalf. Contact the Companies' Central Licensing Unit at 1-866-889-6107 or at Centrallicensing@securian.com if you have questions about your appointment status.

A. Licensing

You are responsible for obtaining and maintaining your license in every jurisdiction where you sell products for the Companies. This includes taking the continuing education courses required by the department(s) of insurance in the relevant jurisdiction(s) and providing notification of any relevant changes in your status. You should also be aware that insurance licensing laws are not uniform from one state to another. The laws vary considerably in terminology, the mechanics of licensing, and the definition of persons who are subject to the licensing requirements. Neither Company will allow the sale of a product unless the producer is appropriately licensed.

B. Appointment

You must also be appointed by one or both Companies to sell their products. State laws differ widely concerning the timing of appointments, the actions that producers may take before appointments are filed with the state insurance department, and the ability of insurers to pay commission while appointment paperwork is being processed. Neither Company will allow the sale of its products by a producer who is not appointed by the Company. You should also be aware that, in addition to any state-required background check, the Companies perform criminal and civil background checks on all producers and that insurance companies are typically required to notify states of the appointment or termination of any producer. In certain circumstances, this background check may instead be performed by your agency or broker-dealer. The Companies in their sole discretion may choose to accept or deny any appointment request.

C. Continuing Education

Most states have adopted continuing education laws, which vary widely by jurisdiction. In some cases, there may be specific education requirements for a particular product. To maintain your license(s), you need to stay informed of continuing education requirements in all states where you do business.

D. Commissions

Generally, it is illegal for an insurance company to pay a commission, directly or indirectly, to any person who has not been properly licensed as a producer and is not appointed with the company. Further, all producers receiving compensation as a result of the issuance of our products should be disclosed on the appropriate forms, regardless of whether that compensation is direct or indirect. The Companies will not pay commissions to a producer unless licensing and appointment requirements have been fully satisfied. Producers may not falsify an application for a consumer in order for another producer to receive a commission on a sale.

E. Respectful Behavior

The Companies are committed to providing work environments that are free of all forms of disrespectful behavior including harassment. The Companies prohibit comments, behaviors or jokes that are personally offensive, demonstrate a lack of respect for others, or interfere with work effectiveness regardless of whether the offensive/disrespectful behavior(s) are displayed or made in person, via electronic communications or in any other manner that interferes with work effectiveness (e.g. via text or email). This explicitly includes harassment, which is unwelcome conduct on the basis of race, sex, religion, gender identity, sexual orientation, age, disability, or any other basis protected by law. Retaliation against a person who reports harassment, assists someone with a report of harassment, or participates in any manner in an investigation or resolution of a harassment report, is also prohibited. Retaliation includes threats, intimidation, reprisals,

and/or adverse actions related to employment. If you are found to have engaged in disrespectful behavior, harassment or retaliation, you will be subject to disciplinary action up to and including termination of appointment.

3. Sales Practices

This section provides basic standards and guidelines for the sale of either Company's products. Sales and marketing practices regarded as the most important to assuring appropriate marketplace behavior are listed below. This section is not, however, a comprehensive review of all state statutes, rules and regulations governing the sale or marketing of products. If a particular sales practice is not listed below, that does not indicate that the practice is appropriate or has been approved by the Companies.

Insurance products are issued by Minnesota Life Insurance Company or Securian Life Insurance Company, a New York authorized insurer. Minnesota Life is not an authorized New York insurer and does not do insurance business in New York. Therefore, producers are prohibited from conducting sales activities on behalf of Minnesota Life from within the State of New York. Sales activity includes but is not limited to; contact with prospective Minnesota Life customers from within New York, sales activities originating within New York and contact with New York residents while either the agent or prospective customer is within the State of New York. Producers must comply with the requirements detailed in the document entitled "Minnesota Life Sales Activities Requirements for Advisors with Offices in or Conducting Business in New York." A copy of the document can be found at securian.com/policies or is available upon request.

A. Advertising

Almost every state attempts to define life insurance and annuity advertising and provide insurance companies and producers with rules and regulations governing the use of advertising. Most of the tools, sales literature, and procedures for creating and reviewing sales literature used in the sale of products are governed by federal law and/or state life insurance and annuities advertising regulations.

You may only use advertising, sales and marketing materials mentioning the Companies or the Companies' products that have been approved by the Companies prior to use. That is why it is important to understand the definition of advertising and the Companies' advertising review and approval processes. Ensure you understand and comply with all state-specific requirements.

i. Definition

The definition of an "Advertisement" or "Advertising" for life insurance or annuity sales is very broad and covers many types of communications. For example, an item prepared for use in the routine course of business (e.g., a customer prospecting letter) may be deemed to be an advertisement subject to regulation in some states. Some states also consider any statement, written or oral, to be an advertisement if it is made by a producer when promoting an insurance product.

The Companies follow the NAIC rules governing the advertising of life insurance and annuities, which generally define an "advertisement" as "material designed to create public interest in insurance products such as life insurance or annuities or in an insurer, or in an insurance producer; or to induce the public to purchase, increase, modify, reinstate, borrow on, surrender, replace or retain a policy or contract including:

- Printed and published material, audiovisual material and descriptive literature of an insurer or insurance producer used in direct mail, newspapers, magazines, radio and television scripts, telemarketing scripts, billboards and similar displays, and the Internet or any other mass communication media;

- Descriptive literature and sales aids of all kinds, authored by the insurer, its insurance producers, or third parties, issued, distributed or used by such insurer or insurance producer; including but not limited to circulars, leaflets, booklets, web pages, depictions, illustrations and form letters;

- Material used for the recruitment, training and education of an insurer's insurance producers which is designed to be used or is used to induce the public to purchase, increase, modify, reinstate, borrow on, surrender, replace or retain a policy.

- Prepared sales talks, bio's, presentations, and material for use by insurance producers."

State insurance regulators and the National Association of Insurance Commissioners have advised insurers that all social media (e.g., Facebook, X, LinkedIn) is considered advertising. Therefore, all existing state laws and regulations that apply to other forms of advertising will also apply to social media. Further, if you are a registered representative associated with a broker-dealer, you must comply with FINRA advertising requirements and your broker-dealer's advertising procedures.

For Long-Term Care Advertising, generally "Advertisement" means any material designed to create public interest in a product, or induce the public to purchase, increase, modify, reinstate, borrow on, surrender, replace or retain a policy.

Advertising material includes:

- Printed and published material, audio visual material, and descriptive literature of a company used in direct mail, newspapers, magazines, telephone scripts, radio scripts, television scripts, web sites and other Internet displays or communications, other forms of electronic communications, billboards and similar displays;
- Descriptive literature and sales aids, such as circulars, leaflets, booklets, depictions, illustrations, form letters, lead-generating devices and envelopes; and
- Prepared sales talks, presentations and material for use by producers, whether prepared by the company or the producer.

The term "advertisement" includes "institutional advertising material," "invitation to inquire," and "invitation to contract." Each of these have their unique purpose and meaning, as follows:

- "Institutional advertising material" means advertising material having as its sole purpose the promotion of the reader's, viewer's or listener's interest in the concept of long-term care insurance, or the promotion of the company as a seller of long-term care insurance
- "Invitation to inquire" means advertising material having as its objective the creation of a desire to inquire further about long-term care insurance and that is limited to a brief description of the loss for which benefits are payable. An invitation to inquire may include the dollar amount of benefits payable and the period of time during which benefits are payable. An invitation to inquire does not refer to premium cost.
- "Invitation to contract" means advertising material that is neither an invitation to inquire nor an institutional advertisement.

ii. Approval

All advertisements referring to Minnesota Life, Securian Life or their products must be submitted to and approved by the Companies **prior** to use. The Companies reserve the right to review or audit your files that contain advertising materials that use the Companies' names or mention their products. As stated in your sales agreement with the Companies, failure to obtain the Companies' approval of all advertising prior to its use may result in disciplinary action or termination.

The Companies may provide you with preapproved materials for sale of our products. You may not alter or modify any Company-prepared advertising. Any material marked for agent use only, for financial professional use only, or with a similar designation, may not be downloaded to a public facing website or shared with the public. In addition, certain advertising material may not be approved for use in all states. All material should be reviewed to determine any state-based rules and restrictions. Under special circumstances in which other advertising may be required, you should call your marketing contact in the Companies to obtain prior approval of advertising materials you have created. Please plan ahead and allow at least one week for Company review, noting that some material may take longer than a week to review.

B. Disclosures and Prohibited Statements

As previously stated, we require you to use only Company-prepared sales brochures and other preapproved promotional materials. If you wish to prepare materials for review and approval by either Company prior to use, the guidelines noted here should be observed. Please note that these guidelines apply not only to written materials, but also to oral statements promoting the Companies or the Companies' products. You should also refer to "Verbal Disclosures" for a discussion of certain terms that are prohibited in written and oral statements about the Companies' products.

i. Use of Company Names

It is important to avoid consumer confusion about the identity of the insurance company issuing a product. An advertisement may not give the misleading impression that the parent company or any other company affiliated with the insurer is financially responsible for the insurer's obligations under a life insurance policy or annuity contract. All advertisements should use the appropriate Company's full and correct name, Minnesota Life Insurance Company or Securian Life Insurance Company, to identify the issuing Company. In addition, descriptions of each Company and its subsidiaries should correctly describe the corporate relationships among those companies.

ii. Statements about the Companies

Any written or oral statements about the Companies' financial condition should comply with the following guidelines:

- Rating Agencies: Any advertisement or written or oral statement promoting either of the Company's ratings by national rating agencies must follow a Company-approved format. Upon request, we will provide you with approved pieces that discuss our ratings. Any producer-prepared advertising that discusses our ratings must be submitted to and approved by the Companies prior to use.

- Risk–Based Capital (RBC): You may not make any statement nor use any advertisement that contains information with regard to the Companies' RBC Level or, with respect to any advertising referring to the Companies or their products, the RBC Level of any other insurer. The NAIC has developed Risk-Based Capital requirements designed to examine the quality and quantity of an insurer's surplus. The Life and/or Health RBC Model Act (the Act) provides that RBC standards were not intended as a means to rank insurers generally. The Act also notes that, due to its confidential nature, use of RBC information by any insurer, producer, broker or other person engaged in any manner in the insurance business would be misleading and is therefore prohibited.

- Guaranty Association Membership: You may not make any statement or use any advertisement that refers to the existence of a state insurance guaranty association for the purpose of selling any of the Companies' products. Use of such information constitutes unfair competition and an unfair trade practice under the laws of most states.

- Statistics: Statistics used in any advertisement shall be accurate and not misleading in fact or by implication. The source of any statistics used in an advertisement must be identified and shall be current. All statistics cited in advertising materials must be published or updated within 3 years of the date of submission. Exceptions to this rule are Statistics cited from the U.S. Census Bureau or other government agencies that rely on Census Bureau date to provide statistical information and Statistics cited from Securian Financial sponsored research.

- Vanishing Premiums: You may not make any statement (such as the policy will be "self-supporting") or represent in any way that premium payments will not be required for each year of a life insurance policy in order to maintain the illustrated death benefit or that the life insurance policy will be "self-supporting."

iii. Product Statements

In addition to the disclosures and statements provided here, you must clearly represent our products as life insurance or annuity products, as applicable. You may not make any representation regarding the past performance of the Companies' products other than the representations contained in the illustration, nor represent that a product's past performance is a reliable indicator of future performance. You should not refer to or describe

fixed insurance products as investments, nor should the interest crediting on these products be compared to rates of return for securities or other investment products.

C. Illustrations

With regard to the Companies' products, you may only use illustration software approved and issued by the Companies. Any use of illustration software other than that approved by the Companies is strictly prohibited. Illustrations include spreadsheets, calculations or presentations that reflect the death benefit, premiums or cash values.

i. Supplemental Illustrations

If you prepare illustrated values using tools (e.g., spreadsheets or software) not provided by the Companies and you intend to provide those illustrated values to prospective applicants during the sales process, you must submit the illustrated values to the Companies for approval **prior** to use with prospective applicants. This is a requirement irrespective of whether the output indicates the values are representative of the Companies' products or not, with the exception of illustrated values clearly denoted as being those of another insurance company. For example, a set of illustrated values that are not carrier distinct but are representative of a life insurance policy must be submitted for review **prior** to being provided to a prospective applicant.

If you use a sales illustration to solicit sales of the Companies' products, the applicant must receive a complete copy of the illustration. In addition, you may not:

- Provide an illustration without clearly indicating that the current interest rate illustrations are: (i) based on the respective Company's current rate schedule, (ii) shown for illustration purposes only and (iii) not guaranteed;

- Provide an applicant with an incomplete illustration;

- Display the current interest rate illustration with such prominence as to render the guaranteed interest rate illustration obscure;

- Illustrate any of the Companies' products without clearly identifying the product generically by the type of life insurance or annuity and the Company's product name, if different.

D. Suitability

i. Annuities

Most states have enacted suitability statutes relating to life insurance and/or annuity products. Producers must comply with applicable state laws, rules and regulations governing suitability, and as states' rules evolve, producers must remain diligent in their understanding of the requirements. Several states have promulgated, or are currently considering, enhanced suitability standards for annuities. It is your responsibility to comply with these state requirements as they arise. If you are a registered representative associated with a broker-dealer, you must comply with FINRA suitability regulations, Regulation Best Interest (Reg B.I), and your broker-dealer's suitability procedures.

In addition, the NAIC Suitability in Annuities Transactions Model Regulation (the Annuity Model Suitability Regulation) requires producers, as defined in this regulation, to act in the best interest of the consumer when making a recommendation of an annuity.

In recommending to a consumer the purchase of an annuity or the exchange of an annuity that results in another insurance transaction or series of insurance transactions, the producer shall consider the whole transaction, which includes taking into consideration whether: (i) The consumer will incur a surrender charge, be subject to the commencement of a new surrender period, lose existing benefits, such as death, living or other contractual benefits, or be subject to increased fees, investment advisory fees or charges for riders and similar product enhancements; (ii) The replacing product would substantially benefit the consumer in comparison to the replaced product over the life of the product; and (iii) The consumer has had another annuity exchange or replacement and, in particular, an exchange or replacement within the preceding 60 months.

Prior to the recommendation or sale of an annuity, the Producer shall meet the Obligations and Considerations defined within the Annuity Model Suitability Regulation. The producer, in making a recommendation shall:

- exercise reasonable diligence, care and skill to: (i) Know the consumer's financial situation, insurance needs and financial objectives; (ii) Understand the available recommendation options after making a reasonable inquiry into options available to the producer; (iii) Have a reasonable basis to believe the recommended option effectively addresses the consumer's financial situation, insurance needs and financial objectives over the life of the product; and (iv) Communicate the basis or bases of the recommendation;
- make reasonable efforts to obtain consumer profile information from the consumer prior to the recommendation of an annuity. Producers should obtain information that is reasonably appropriate to determine whether a recommendation addresses the consumer's financial situation, insurance needs and financial objectives, including, at a minimum, the following: Age; Annual income; Financial situation and needs, including debts and other obligations; Financial experience; Insurance needs; Financial objectives; Intended use of the annuity; Financial time horizon; Existing assets or financial products, including investment, annuity and insurance holdings; Liquidity needs; Liquid net worth; Risk tolerance, including but not limited to, willingness to accept non-guaranteed elements in the annuity; Financial resources used to fund the annuity; and Tax status;
- have a reasonable basis to believe the consumer would benefit from certain features of the annuity;
- identify and avoid or reasonably manage and disclose material conflicts of interest, including material conflicts of interest related to an ownership interest;
- make a written record of any recommendation and the basis for the recommendation, or obtain a consumer signed statement documenting the customer's refusal to provide the consumer profile information, if any; and the customer's understanding of the ramifications of not providing his or her consumer profile information or providing insufficient consumer profile information; and the consumer's acknowledgement that the annuity transaction is not recommended if a customer decides to enter into an annuity transaction that is not based on the producer's recommendation.

ii. Life Insurance

Many states have enacted or are enforcing suitability rules relating to the sale of life insurance policies. The producer must have a reasonable basis for believing the life insurance policy he or she is recommending is suitable for the customer. In addition, certain states have promulgated, or are currently considering, heightened

suitability standards for life insurance. It is your responsibility to comply with these state requirements as they arise, and as states' rules evolve, remain diligent in your understanding of the requirements.

Included in the Application documents are questions for the applicant to attest to the appropriateness of the life insurance policy and their ability to pay the premiums. Each producer is responsible for explaining the long-term nature of a life insurance policy to the client and should ensure that the client understands the financial commitment associated with purchasing a life insurance policy. We require the producer to certify in the representative's report whether or not they personally met with the customer and have gathered sufficient information to support the recommendation that the product is suitable for the customer. If the solicitation occurred with a different producer, we require the name and contact information of the producer who solicited the sale.

When considering whether the life insurance policy is suitable for the customer, the producer should consider many of the factors included in the NAIC Suitability in Annuity Transactions Model Regulation, including, but not limited to, the customer's need for life insurance, the customer's and insured's age, annual income, financial status, investment objectives, experience with financial matters, intended use of the life insurance policy, the customer's time horizon, and affirmation that the reason for the purchase aligns with the product illustrated and applied for.

Further, New York State Insurance Department Regulation 187 (Reg. 187) creates a best interest standard that applies to any recommendation with respect to a proposed or in-force life insurance policy or annuity contract in New York. An enhanced suitability review is conducted, and the Producer and client complete attestations providing documentation of the basis for the recommendation made, and the facts and analysis to support the recommendation.

The producer must maintain adequate documentation within their records, to support the recommendation for purchasing the insurance product. Such documentation may include a needs analysis for the client, the sales literature and material presented to them, and any correspondence supporting the recommendation.

Applications for hybrid life/long-term insurance coverage (including long-term care benefits) that involve replacement, will undergo a separate suitability review to ensure the replacement is suitable for the client and follows regulations. The suitability review will determine whether the applicant meets the standards developed by the Companies, and includes review of information sufficient to affirm:

- the applicant's ability to pay for the proposed coverage and other pertinent financial information related to the purchase of the coverage,
- the applicant's goals or needs with respect to long-term care and the advantages and disadvantages of insurance to meet these goals or needs; and
- the values, benefits and costs of the applicant's existing insurance, if any, when compared to the values, benefits and costs of the recommended purchase or replacement.

E. Sales to Seniors and Vulnerable Adults

Several states have adopted regulations that require special procedures relating to older applicants. For instance, the “free look” period is extended for applicants exceeding a certain age in some states (e.g., currently California and Florida). Producers must comply with all applicable rules and regulations in each state in which the producer is licensed and in which sales are made.

Many states have enacted regulations that focus on suitability requirements for sales of insurance products to seniors. Special consideration should be given to accumulation sales of life insurance products and the time frame needed for an accumulation strategy to work for the customer. As with all life insurance sales, customers over 60 must first and foremost, have a need for the death benefit and should only consider accumulation sales strategies if there is sufficient time and current income to allow them to continue their lifestyle.

Similarly, several state and federal regulators have adopted guidelines for identifying and reporting exploitation of vulnerable adults. The specific requirements, however, vary from state to state. Producers need to be aware of the requirements applicable to their business.

F. Unfair Trade Practices

This section identifies certain acts that constitute unfair methods of competition or unfair or deceptive trade or business practices in the sale of the Companies' products. The Companies will not tolerate unfair trade practices. The fact that a practice is not specifically prohibited in this section does not imply that we accept the practice.

The following unfair trade practices are generally prohibited under state law. The Companies reserve the right to discipline any producer who employs any of these practices regardless of whether a producer has or has not engaged in such practices in connection with the producer's representation of the Companies.

i. Misrepresentation

"Misrepresentation" means any statement that contains false or misleading information, including information that is misleading information because it is incomplete. Specifically, a producer may not:

- Make or cause to be made any misrepresentation concerning the benefits, advantages, conditions, or terms of a product;
- Provide false information or fail to provide full disclosure of all requested information on an application for the Companies' products;
- Use false or misleading information to induce the lapse, forfeiture, exchange, conversion, or surrender of a product;
- Obtain money or property through: (i) an untrue statement of a material fact, or (ii) an omission of a material fact necessary to make a statement, in light of the circumstances under which it was made, not misleading;
- Employ any device, scheme or artifice to defraud.

ii. Rebating

"Rebating" means any offer to pay or return premiums or commissions, or any actual payment to induce the sale of products. For example, an agreement to pay the customer or a relative of a customer a portion of the commission on a sale would constitute rebating. The Companies do not allow rebating in the sale of any of their products regardless of whether a state may permit such practice. In addition, the Companies do not allow the sharing of commissions with an entity or individual who is not licensed to sell insurance products. We may require producers to confirm that they have not provided rebates to customers when completing applications for our products.

iii. Sales Inducements

"Sales inducements" means any gift, prize, goods, wares, merchandise or other item of valuable consideration given as an inducement to enter into any insurance contract or as an inducement to receive a quote, submit an application or used in connection with any other product solicitation. Sales inducements may also include an agreement of any form or nature promising payment to another for referral or future business. For example, in some states a producer may not pay a mortgage banker for referrals of new homebuyers who purchase life insurance. Unless permitted by state law, the Companies treat "sales inducements" as an unfair trade practice.

iv. Twisting

"Twisting" describes the practice of using written or oral statements that misrepresent or inaccurately compare the terms, conditions or benefits contained in a life insurance policy or annuity contract for the purpose of inducing or attempting to induce the consumer to lapse, forfeit, surrender, retain, exchange or convert a life insurance policy or annuity contract. For example, falsely describing the features of a competitor's life insurance policy to induce replacement with a Company life insurance policy – or vice versa – would constitute "twisting." The Companies treat "twisting" as an unfair trade practice.

v. Churning

"Churning" describes the practice of a replacement of a life insurance or annuity product where the replacement is contrary to the customer's interest and made for the primary purpose of generating sales commissions for the producer. Producers are generally required by law to refrain from initiating any replacement sale unless they believe, taking into account all relevant factors such as application of surrender charges on the replaced life insurance policy or annuity contract, that the customer will benefit from the transaction. The Companies maintain procedures to detect improper "churning" and view such activity as an unfair trade practice.

vi. Discrimination
"Discrimination" means refusing to accept applications; refusing to insure; refusing to continue to insure; or limiting the amount, extent or kind of coverage available to an individual; or charging a higher rate for the same coverage solely because of the sex, marital status, age, race, religion, national origin or physical or mental impairment of the individual unless the refusal, limitation, or rate differential is based upon sound actuarial principles or reasonably anticipated loss experience; or refusing to insure solely because another insurer has refused to write a policy, or has cancelled or refused to renew an existing policy in which that person was the named insured. The Companies strongly denounce and prohibit discrimination in the issuance of its products.

vii. Defamation
"Defamation" means making, publishing, disseminating, circulating or placing before the public an advertisement, announcement or statement containing any untrue, deceptive or misleading statement with respect to the business of insurance or any insurer in the conduct of its insurance business. As previously discussed, the Companies only permit the use of approved advertising.

viii. Tie-in sales or Tying Arrangement
"Tie-in sales" or a "tying arrangement" means an agreement by a party to sell one product but only on the condition that the buyer also purchases a different (or tied) product. For example, the sale of a life insurance policy cannot be conditioned upon the sale of an annuity contract or purchase of any goods or services. Tie-in sales may also include arrangements whereby the settlement of a life insurance policy or annuity is conditioned upon the purchase of a new life insurance policy or annuity. "Tie-in sales" or "tying arrangements" are prohibited by the Companies.

ix. Scare Tactics
When discussing insurance products, producers are prohibited from using any form of communication, statement, or statistical information that may be construed as a scare tactic by a regulator or the Companies. Information from a third-party source must be accurate and appropriate for the context in which the information is used.

G. Applications

Every product sale must be made using the appropriate Company application. All responses on the application shall be completed accurately by the applicant and the producer and reflect the applicant's responses to those questions as conveyed to the producer. Any and all information possessed by the producer relating to the applicant's responses shall be included on the application. Receipt of an incomplete application shall render the application not in good order. As such, the Companies may not be able to issue such product until a complete application is submitted.

The application shall be reviewed by the producer before it is signed by the applicant. The producer shall sign the application after the applicant has signed it. Associate agents and office delegates are not allowed to sign applications on behalf of the primary agent/producer. In certain cases, we may be required to have the applicant's signature witnessed; therefore, some forms may require that the producer sign as a witness to the applicant's signature. Making any corrections or alterations after an applicant has signed it, without having the applicant acknowledge the correction or alteration, is prohibited. Any changes, alterations, amendments or corrections on the application shall be made by the producer (or the applicant) and initialed by the applicant. Upon affixing their signature, the applicant's signature state shall reflect the state in which the applicant is located at the time the application is signed by the applicant.

i. Blank Forms

Producers and associated persons are prohibited from asking a consumer to sign a form 'in blank,' even if it is for the consumer's convenience or at the consumer's request. An 'in blank' form is any document signed by the consumer where sections of the form are intentionally left blank (or partially blank) to be filled in at a later date by the consumer, the producer and/or other associated person.

H. Electronic Applications and Signatures

The Companies will only accept electronic applications and applications and/or other documents with electronic signatures through approved vendors or platforms, obtained in compliance with our prescribed procedures as reflected on the Securian Advisor website connectivity support pages (search “connectivity support”). Electronic signatures include the use of any device that electronically affixes the applicant’s or producer’s signature to an electronically stored form of the application, including, but not limited to styluses, digital signature apps, click wraps or other methods. For more information regarding electronic applications and electronic signatures, please contact us using the following options:

- Life products: 1-888-413-7860
- Annuity products: 1-800-362-3141
- advisor.securian.com
- ILADconnectivity@securian.com

I. Premium Financing

A recommendation may include premium financing for high-net-worth clients with significant life insurance needs associated with their personal and/or business assets. The Companies will consider premium financing cases through a pre-application process prior to or in conjunction with the submission of an application. Disclosure requirements and guidelines can be found on advisor.securian.com. The Companies will review each premium finance sale to determine if it meets the requirements for acceptance. The Companies reserve the right to restrict premium financed sales at our discretion. Questions about premium financing can be directed to advancedsales@securian.com or by calling Advanced Sales at 1-888-413-7860, Option 3.

J. Customer Monies

As stated in your sales agreement with the Companies, any initial premium, entire or partial, collected by the producer shall be immediately forwarded to the Companies, in the exact form in which it was paid to the producer. Unless specified in writing by the Companies, the producer shall have no authority to collect any premiums or monies from policyholders other than the initial premium.

i. Commingling of funds is not allowed

All monies, negotiable instruments, or securities received by a producer for or on behalf of the Companies shall be held by the producer as trustee for the Companies and shall not be used by producers for any personal or other purposes whatsoever but shall be immediately paid over to the Companies. Customer monies shall not be commingled with monies in a producer's personal account or an insurance agency's general account.

ii. Monetary Instrument Policy

It is the policy of the Companies to accept payments from clients in forms that minimize exposure to money laundering schemes and to document those payments that have been identified as presenting some level of increased risk.

Monetary instruments that will be rejected include, but are not limited to:

- starter checks,
- payment from a producer, an agent, office associate, or an entity associated with the agent or the agent's firm, unless there is a familial or custodial relationship established,
- third-party checks (unless approved by Treasury or for transfer of assets with FBO information on payee line),
- foreign checks drawn on a foreign bank without a domestic correspondence bank,
- credit card checks,
- checks made payable to or from a producer, an agent or registered representative for someone else,
- any check involving more than three parties,
- cash,
- wire transfers received directly from a foreign bank,
- ACH / electronic transfers received directly from a foreign bank,
- money orders.

Cashier's checks, official check, bank checks and bank drafts must include the name of the purchaser, account holder, or remitter preprinted on the check by the financial institution, to provide reasonable assurances regarding the source of the funds. Checks must also provide confirmation of the remitter's affiliation as "purchaser", "account holder", or "remitter". (ie: subject line of check reads "John Doe, purchaser").

Enhanced scrutiny is placed on payments received from an individual or entity other than the contract holder. The Companies may request documentation to substantiate the relationship between the remitter and the contract holder before the payment is accepted. If an acceptable relationship cannot be substantiated, the payment will be returned to the remitter.

Please refer to the Companies' Monetary Instruments Policy for current guidance.

K. Policy Against Certain Sales Concepts

You may not use sales and marketing concepts that are against state or federal law. When using lawful sales and marketing concepts, you should provide full disclosure to interested customers. This means you should assume responsibility for knowing and communicating the risks associated with the sales and marketing concepts that you use.

Generally, the following sales and marketing concepts are violations of the Companies' policies:

- any sales and marketing concept that purposefully seeks tax avoidance in violation of IRS guidance, or that can otherwise be categorized as a tax shelter;
- any sales and marketing concept that recommends harvesting the equity in one's home or a residence to purchase or pay the premium on life insurance;
- any sales and marketing concept that provides an incentive to customers to make a purchase due to rebating;
- any sales and marketing concept that ignores or downplays the fundamental purpose of life insurance: to provide protection through its death benefit feature;
- any sales and marketing strategy that involves structured cash flows: a sales strategy that encourage the prospective policyowner to lend money to an individual or individuals in return for the promise that the borrower repay the loaned funds with pension, IRA or other sources of structured income. The individuals lending in these transactions would then use the income stream resulting from the loan repayments as premiums into a cash value life insurance policy.
- any sales and marketing concept that involves Stranger-Originated Life Insurance (STOLI);
- any sales and marketing concept that involves Captive insurance company sales strategies.

Further, any sales and marketing concept that advocates the withdrawal of retirement funds to purchase life insurance (especially with accumulation focused strategies) will be reviewed pursuant to our guidelines.

Additionally, any sales and marketing concepts that do not clearly align the transaction with the suitability requirements will be reviewed pursuant to our guidelines. All of the above-listed examples may constitute a reason for a request to be not in good order, or for the Companies to reject a product application, and it is not intended to be an all-inclusive list. The fact that a particular sales or marketing practice is not specifically described in this section does not imply acceptance of the practice by the Companies.

L. New York Compensation Disclosure Requirements

Producers appointed to sell the Companies' products in the State of New York are responsible for compliance with Part 30 of New York Insurance Regulation 194. Minnesota Life Insurance Company (ML) is not authorized to conduct life or annuity business in New York, and as such, financial professionals within the State of New York are not permitted to solicit ML business within New York. Furthermore, financial professionals outside of New York are not permitted to solicit ML business with a New York resident unless all solicitation, sales activity, application completion and delivery occurs at customer's residence or business location outside of New York.

As provided in the Regulation, producers must disclose to the purchaser orally or in a prominent writing, at or prior to the time of application for the product, the following information:

- Description of the role of the producer in the sale,
- Whether the producer will receive compensation from the selling insurer,
- That the compensation paid may vary depending on a number of factors, including (if applicable) the product and the insurer that the purchaser selects, the volume of business the producer provides to the insurer, or the profitability of the product that the producer provides to the insurer,
- That the purchaser may obtain information about the compensation expected to be received and the compensation expected to be received on any alternative quotes presented upon request,
- If additional information is requested by a purchaser before a product is issued, the following needs to be disclosed in writing at issuance (except if time is of the essence in delivery of the product, it may be delivered within five days of issuance):
    - Description of the nature, amount and source of any compensation to be received by the producer or any parent, subsidiary, or affiliate,
    - Description of any alternative quotes presented, including the coverage, premium, purchase payment, and compensation that the producer or any parent, subsidiary, or affiliate would have received,
    - Description of any material ownership interest the producer or any parent, subsidiary, or affiliate has in the insurer issuing the product or any parent, subsidiary, or affiliate Statement whether the producer is prohibited by law from altering the amount of compensation received from the insurer.
- If the additional information is not requested until after product issuance, the disclosure should be made in five business days. The additional disclosure applies to renewals if requested within 30 days of renewal (before or after) and must be provided within five days of the request.

The Regulation indicates that a copy of any written disclosure that you provide to the purchaser must be retained, and you must retain a copy of all written disclosures for at least three years.

M. Policy and Contract Delivery

An insurance product typically includes a free-look provision allowing the purchaser to return the product within a given time period. In most states, an insurance product's "free-look" period begins when the customer acknowledges delivery of the product by signing a delivery receipt. In many cases, the Companies will require the producer to deliver the contract to the customer, obtain the signed delivery receipt and return the delivery receipt to the Companies. Repeated failure to return signed delivery receipts to the Companies may result in disciplinary action.

The customer must receive a copy of the insurance policy or annuity contract either via regular mail, express mail, hand delivery, or Company-initiated electronic delivery. The Companies do not currently support agent-initiated use of electronic means (email, directing the client to a website, etc.) to deliver insurance products. Any use of such means to deliver an insurance policy or annuity contract in this manner is a violation of our procedures, may result in the delivery being considered incomplete, and may subject a producer to disciplinary action. The producer must obtain customer signatures on the delivery receipt only after the customer has taken possession of the policy or contract.

Minnesota Life Insurance Company (ML) is not authorized to conduct life or annuity business in New York, and as such, financial professionals and IMOs are not permitted to deliver ML contract(s) to a customer address within the state of New York.

N. Record Retention

Producers are responsible for maintaining client files, which includes advertising materials used to sell the Companies' products, sales illustrations, client meeting notes, phone call documentation, customer correspondence and information used to verify customer identities. Keeping adequate client files is essential for responding to customer or regulatory authority questions later. Failure to maintain adequate client files may result in disciplinary action.

O. Doing Business in New York

Minnesota Life Insurance Company (ML) is not authorized to conduct life or annuity business in New York, and as such, financial professionals within the State of New York are not permitted to solicit ML business within New York. Furthermore, financial professionals outside of New York are not permitted to solicit ML business with a New York resident unless all solicitation, sales activity, application completion and delivery occurs at customer's residence or business location outside of New York. ML does not allow financial professionals or IMOs to deliver ML contract(s) to a customer address within the state of New York.

For Securian Life Insurance Company (SLIC) business in New York, visit advisor.securian.com for information on procedural requirements for annuity and life insurance transactions.

- NY Reg. 60 forms: The attestations made by both the applicant and the financial professional on the NY Reg. 60 forms are key to ensuring proper disclosure. Ensure that those documents that are part of the initial discussions, the Definition of Replacement, Notification and Authorization to Disclose Policy Information, Important Notice, and the Replacement Acknowledgement, are completed at the same time as, or before the Application for Life Insurance is completed.
- NY Reg. 187 Financial Supplement: The attestations made by both the applicant and the financial professional on the NY Reg. 187 form is key to ensuring proper disclosure. Ensure that those documents that are part of the initial discussions are completed at the same time as, or before the Application is completed.
- NY Reg. 74 Illustrations & disclosures: The attestations made by both the applicant and the financial professional on the illustration are key to ensuring proper disclosure. Ensure that the documents that are part of the initial discussions, including illustrations, are completed at the same time as, or before the Application for Life Insurance is completed.
- NY Reg. 3209 Buyers Guide, preliminary information & disclosure: Complying with the requirements for providing the prospective purchaser the buyer's guide, preliminary information, and policy summary at or prior to the time an application is taken, is key to proper disclosure.

P. Assuming Fiduciary Responsibilities

Agents are occasionally asked to assume fiduciary responsibilities for some of their clients. Such responsibilities include but are not limited to:

- Exercising power of attorney over a client's life insurance or annuity contract,
- Obtaining discretionary authority to manage a client's life insurance or annuity contract,
- Being appointed trustee of a client's trust, where the life insurance (or annuity) will be owned in the trust; and
- Managing or controlling of a client's business entity where the financial professional is not member or owner.

These roles place the agent in a position where he or she must act entirely in the client's best interests and must consciously avoid utilizing, or even appearing to utilize, the assets under his or her control for his or her own benefit. Other common terms for roles with fiduciary responsibilities include custodian, conservator, guardian, attorney-in-fact, and personal representative.

Accordingly, an agent in one of these positions is effectively precluded from receiving commissions or fees on any life insurance or annuity contract sold to the client or the trust. If you have a situation where you are requested to act as a power of attorney, trustee, or similar role, you must choose between that role and your role as an agent. This rule will also apply to the financial professional's close relatives (siblings, parents, grandparents, cousins and adult children) and business associates acting in the role as a representative for the financial professional.

Exceptions to acting as power of attorney, trustee, or similar role and agent will be made only for immediate family (spouse and minor children) and must be discussed with the Companies prior to taking an application for the insurance or annuity contract. If approval is granted, we must see the document granting authorization to the agent (POA, etc.) and we may require supervision of the account.

4. Replacements

Replacement procedures may vary depending on where the insurance product is sold. Minnesota Life is a licensed insurer in 49 states and its replacement procedures are generally based on the NAIC Life Insurance and Annuities Replacement Model Regulation. Securian Life is licensed in all 50 states, including New York. If a Securian Life product is sold in New York, New York's Regulation 60 and Regulation 187 govern replacement procedures. If a Securian Life product is sold in any state other than New York, the replacement procedures for the state of sale govern. Replacement procedures vary by state and may change from time to time. The information in this section is provided for reference only and is not intended to be a comprehensive summary of any particular state's replacement requirements.

A. Non-New York Replacements

Minnesota Life's replacement policies and procedures are based upon the NAIC Life Insurance and Annuities Replacement Model Regulation. State laws and regulations regarding replacements vary. If you have questions about a particular state's replacement requirements, contact the state's insurance department. The following is provided as a guide only. You are responsible for compliance with all state replacement laws and regulations.

i. Definition

A "replacement" is any transaction in which a new life insurance policy or annuity contract is purchased and it is known or should be known to the proposing producer that an existing life insurance policy or annuity contract has been previously or is to be:

- lapsed, forfeited, surrendered or partially surrendered, assigned to the replacing insurer or otherwise terminated,
- converted to reduced paid-up insurance, continued as extended-term insurance, or otherwise reduced in value by the use of non-forfeiture benefits or other policy values,
- amended so as to effect either a reduction in benefits or in the term for which coverage would otherwise remain in force or for which benefits would be paid,
- reissued with any reduction in cash value,
- borrowed against in order to purchase a new life insurance policy or annuity,
- used in a financed purchase.

A "financed purchase" means the purchase of a new policy involving the actual or intended use of funds obtained by the withdrawal or surrender of, or by borrowing from values of an existing policy to pay all or part of any premium due on the new policy. For purposes of a regulatory review of an individual transaction only, if a withdrawal, surrender or borrowing involving the policy values of an existing policy is used to pay premiums on a new policy owned by the same policyholder and issued by the same company within four (4) months before or thirteen (13) months after the effective date of the new policy, it will be deemed as evidence of the policyholder's intent to finance the purchase of the new policy with existing policy values.

Any IRS 1035 exchange of an insurance policy or annuity contract constitutes a "replacement." Most states also define "replacement" to include internal replacements of policies issued by the same insurer. Generally, except for a policy or contract change or exercising a conversion privilege under the terms of the existing insurance policy or annuity contract, replacement laws and regulations apply to any transfer or exchange from any policy or contract to another.

ii. Duties of Producers

All producers must complete the application for a life insurance policy or annuity contract in its entirety. That includes the section regarding replacement of existing life insurance or annuities requiring both the producer and applicant to sign a statement as to whether replacement of an existing life insurance policy or annuity contract is involved.

With respect to replacements involving the Companies' products, the producer shall:

- where required, provide the applicant with a Notice Regarding Replacement, or any other form required by state, the Companies, or regulation, to be signed by both the applicant and the producer and left with the applicant. If the applicant answered “yes” to the question regarding existing coverage, the producer shall present and read to the applicant, not later than at the time of taking the application, a notice regarding replacements,
- send a copy of the completed replacement forms to the Companies along with the application. Forms for each state are available from the Companies,
- obtain a list of all existing life insurance policies and/or annuity contracts to be replaced and which properly identifies by name the insurer, the insured and the contract number,
- leave with the applicant the original or a copy of all sales proposals used for presentation to the applicant.

iii. Penalties

It is considered an unfair trade practice to replace an existing policy or contract in favor of a new policy or contract that results in the insured or owner unknowingly acquiring a less-valuable or different life insurance policy or annuity contract.

B. New York Replacements

Securian Life is a New York-authorized Insurer. Minnesota Life is not authorized in New York and its products may not be sold or replaced in New York. Replacements occurring in New York must be completed in accordance with New York Insurance Regulation 60, Regulation 187 and the procedures that Securian Life has established.

You are responsible for compliance with New York's state replacement laws and regulations. Many of the procedures in New York Regulation 60 and Regulation 187 are similar to those required in other states; however, marked differences are noted below:

- A list of sales materials, including the illustration, must be submitted to the insurance company whose policy is being replaced.
- The attestations made by both the applicant and the financial professional on the NY Reg. 60 forms are key to ensuring proper disclosure. Ensure that those documents that are part of the initial discussions, the Definition of Replacement, Notification and Authorization to Disclose Policy Information, Important Notice: Replacement of Life Insurance or Annuity Contract, and the Replacement Acknowledgement, are completed at the same time as, or before the Application for Life Insurance is completed.
- The producer will need to provide Securian Life with the illustration and identify the advertising materials used so that Securian Life can forward the required information to the insurance carrier whose product is being replaced, if requested.

All of the required replacement forms and procedures for life insurance sales are provided on the Application Instructions and Owner Identity Verification form required for all applications submitted to Securian Life. Additional information regarding Securian Life's replacement procedures are available in Regulation 60 training, which can be found on advisor.securian.com or is available upon request.

C. Internal Replacement Compensation Policy

What is our Internal Replacement compensation policy?
Minnesota Life has a long-standing policy of not paying compensation on existing cash values and premium that has already been compensated. It is important from a regulatory perspective that our compensation practices ensure that internal replacements are not compensation driven and deemed to be churning. Therefore, compensation will not be paid if new coverage is purchased for the same overall purpose within six months of the surrender or lapse of an existing policy.

What situations will be reviewed for an internal replacement compensation adjustment?

- Cash Value life coverage to Cash Value life coverage
- Term life policy to Term life policy
- Cash Value life policy to Term life policy

What compensation is paid on internal replacement coverage?
Generally, the first-year compensation on the new life insurance policy will be paid at a rate equal to the renewal rate on that policy. Compensation on internal 1035 exchanges will vary, depending on the product being replaced. Questions on how compensation may be paid on an internal 1035 exchange can be directed by e.mail to policyservices@securian.com, *Subject: Compensation*. Addressing compensation questions in this manner will help to ensure a timely response.

Additionally, compensation may be paid on internal annuity exchanges for certain products; please contact your wholesaler for details.

What are some exceptions to the replacement policy?

- If a term policy is in the final year of its level term and is replaced by a new policy, full compensation will be paid on the new policy.
- If a term policy is in its fourth year and is replaced by a new term policy with a resulting face amount that is the greater of $250,000 higher or 20 percent higher, full compensation will be paid on the new policy.
- A change in ownership will NOT automatically result in the payment of new compensation. We may allow an exception to the rule if, in addition to the ownership change, the overall purpose of the insurance has changed. If you have a situation that you think may qualify for an exception because you believe the overall purpose of the insurance has changed, please contact Individual Solutions at individuallifeproductrequests@securian.com.

If I did not write the coverage being replaced, will I receive compensation on the new coverage?
In general, we do not pay compensation on the new policy because the Companies have previously paid first year commissions on the policy being replaced. If you have a situation for which you want a review conducted for a possible exception to this, please contact Individual Solutions at individuallifeproductrequests@securian.com.

5. Complaints

Appropriate handling of complaints is a very important task – from the beginning to the ultimate resolution. How the situation is handled can often impact the seriousness of the outcome. In addition, proper handling may prevent future regulatory issues.

A. Definition

A “complaint” is any written or verbal communication alleging financial impropriety; or alleging a grievance concerning the sale, servicing or administration of products issued or services provided by the Companies and/or sold by producers appointed by the Companies or any affiliate or subsidiary of the Companies.

B. Procedures

All complaints, regardless of their source, shall be reported immediately to the Companies. Corporate Compliance will record the receipt of the complaint and will review the initial documentation to determine the appropriate area for investigation and response. The Companies will respond to complaints in a thorough and timely manner.

If you learn of a complaint from a client or customer, you can notify the Companies directly at internalcomplaintreferrals@securian.com. This email address is intended for internal use only and is not intended to be shared with clients or customers.

If a client or customer wishes to file a complaint directly with the Companies, they can do so at ConsumerComplaints@Securian.com.

Alternatively, a toll-free call can be placed to the Enterprise Contact Center at 1-833-810-8260 to bring a complaint to the attention of the Companies.

A producer must respond promptly and completely to any request for information from the Companies concerning a complaint, including a request for a written summary of the facts related to a complaint. Failure to provide this information upon request in a timely manner, or withholding or omitting relevant information to the matter, may result in disciplinary action up to and including termination of your appointment. Under no circumstances should a producer attempt to resolve a complaint on their own. A producer may not offer cash or any other valuable consideration to settle a complaint, nor make any promises as to the resolution of a complaint.

6. Compliance with other Laws and Regulations

A. Anti-money-laundering Policies

The Companies are committed to prohibiting and preventing money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities. Our anti-money-laundering programs provide information and guidance concerning the prevention of money laundering, which is an enforcement priority of the federal government, the U.S. Department of the Treasury, the Securities and Exchange Commission and the Office of the Comptroller of the Currency. In accordance with the USA Patriot Act, all producers appointed to sell the Companies' products must complete anti-money-laundering training on a biennial basis and provide proof of completion to the Companies. Please refer to the Companies' Anti-money-laundering Program available at securian.com/financial-professionals after secure log in.

The Companies have also developed policies and procedures that are designed to comply with the "know your customer" rules under the USA Patriot Act. The Companies will require you to gather sufficient information to verify the owner of the life insurance or annuity contract, the customer's purpose for purchasing the insurance and the types of transactions the customer will execute. The Companies will review this information for red flags indicating suspicious activity and will report any such activity to the appropriate regulatory agencies. The Companies' Monetary Instruments Policy requires that the funder of a policy or contract have a familial, business or custodial relationship with the policy or contract owner. Increased scrutiny is placed on payments that are not from a policy or contract owner's account. The Companies may require documentation to substantiate relationships and evidence of the source of the funds.

As an element of our Anti-money-laundering Policy, the Company runs customer names against the U.S. Department of the Treasury's Office of Foreign Assets Control's (OFAC) Specially Designated Nationals list. This list includes targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. Our Company will not facilitate a transfer of money, regardless of amount, to an individual or entity that appears on the OFAC lists and will not engage in transactions with respect to an existing account that has been discovered to relate in any way to such individual or entity.

Further, the Company performs enhanced due-diligence reviews of all customers who are resident aliens from a Sanctioned Country. The list of Sanctioned Countries changes periodically; however the most up-to-date list can be found at the U.S. Department of the Treasury website at http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx.

This enhanced review is performed regardless of whether the customer's name appears on the Specially Designated Nationals list. While our Anti-money-laundering Policy allows us to conduct business with resident aliens, these clients must be reviewed in conjunction with the Sanctioned Country programs administered by the U.S. Department of the Treasury. Our Company has taken the position that we will review the risk presented by resident aliens on a case-by-case basis. Please keep in mind that depending on the current sanctions, or if additional concerns are identified during our review, we may not be able to accept the business.

B. Marijuana-Related Businesses

The Companies prohibit the establishment of any new contracts on behalf of, or for the benefit of, a marijuana-related business. This prohibition includes any contract that is paid for with assets directly derived from a marijuana-related business. To the extent permitted by law, the Companies reserve the right to cancel any contract that it determines is connected to a marijuana-related business, even if such business is authorized under state regulation.

C. Anti-STOLI Policies

"STOLI" is an acronym for stranger-originated life insurance. STOLI transactions use complex schemes to enable the procurement of life insurance by investors. This is typically accomplished by enticing seniors to buy insurance for the benefit of, or on behalf of, investors. While these schemes take on many forms, generally they may include these three elements: (i) a senior insured; (ii) adverse mortality, (iii) premiums paid through premium financing; and (iv) the use of a life-expectancy evaluation performed by a third-party organization. Many states have laws prohibiting STOLI transactions.

The Companies regard these transactions as a type of fraud. The Companies do not condone STOLI and will not knowingly accept STOLI business from any source. We will seek to identify STOLI and will use our best efforts to keep it out of the business we do. The Companies reserve the right to terminate producers that participate in or, on the basis of available information, appear to participate in STOLI transactions.

The Companies recognize that strong field underwriting is the first line of defense with regard to combating STOLI. The Companies expect their producers to be vigilant regarding business that may have STOLI elements and discuss any concerns with the Advanced Strategies Design Group and the Insurance Carriers' Underwriting Departments.

The Companies ask you to report any suspected STOLI transactions involving the Companies' products to Advanced Marketing and the Underwriting Department.

D. Privacy

Producers must be familiar with the Companies' privacy policies. Customer information may only be collected, used and disclosed in accordance with consumer privacy notices and disclosure authorizations of the Companies. Producers must maintain or be subject to policies and procedures to protect customer information and other confidential information. These policies and procedures must address, as appropriate, access control, encryption and other controls appropriate to protect customer information and confidential information.

Companies may allow Producers to provide their designated assistants access to certain online resources provided by the Companies, which may include information on the Producer's book of business and certain client data (Assistant Access). Producers must only provide Assistant Access to appropriately qualified individuals. Producers are responsible for ensuring that all individuals a Producer grants Assistant Access to utilize such access in accordance with this Policies and Procedures for Individual Life and Annuity Sales document, and the Assistant Access Agreement.

If a Producer has granted Assistant Access on any of the Companies' online platforms, the Producer is responsible for periodically reviewing the Assistant Access and revoking the access when there is no longer a business need for the assistant to access the Producer's information. The Producer must promptly terminate Assistant Access on the date of an assistant's termination.

Producers must also comply with applicable privacy and data security laws. This includes but is not limited to, the Gramm-Leach-Bliley Act, Reg S-P, HIPAA-HITECH, the California Consumer Privacy Act, the Massachusetts Data Security Regulation, and the Nevada Personal Information Security Law.

E. Notification of Data Breach

Producers must comply with applicable data breach notification laws. Producers must notify the Companies as promptly as possible, but in no event later than 72 hours from determining there has been an unauthorized disclosure, or unauthorized or unlawful act that compromises the security, confidentiality, availability, or integrity of any customer information or confidential information including but not limited to such act of which the Producer is notified or suspects.

You shall cooperate with the Companies in investigating and responding to incidents involving unauthorized disclosure, acquisition or use of personal information. Producers should notify the Companies by sending a secure email to privacy@securian.com.

F. Solicitation Rules and Regulations

Producers must comply with CAN-SPAM, the federal law that regulates unsolicited commercial emails. If you use email to solicit customers, the email message must:

- Clearly and conspicuously indicate that it is an advertisement or solicitation unless the recipient has given prior affirmative consent to receive such messages,
- Provide clear and conspicuous notice of the process for opting out of receiving future messages,
- Include a return email address or other internet-based means for the recipient to use to opt out. The sender has 10 days in which to process any opt-out requests and no further messages can be sent unless the recipient provides affirmative consent to receive commercial email from the sender at some subsequent date.
- Maintain a list of email recipients that have opted out,
- Provide the physical postal address of the sender.

In addition, the message cannot contain header information, subject headings or content that is materially false or misleading.

It is considered a best practice to use an email marketing service provider when conducting email marketing. A list of reviewed vendors can be found on advisor.securian.com.

Producers must comply with state and federal do not call laws. Prior to making a telephone call, you will need to ensure you do not call a number listed on the national or state do-not-call lists. You will need to purchase access to the national registry for yourself or your firm. If you are calling within a state that has a state registry, you may need to purchase access to that state's list as well.

G. Intellectual Property

From time to time, you will have access to, or the Companies may make available to you, our intellectual property (including, but not limited to, trademarks, sales material, and sales concepts unique to the Companies' products) that you may use in the promotion of the Companies and their products. You may not modify such intellectual property or otherwise convert it to a use different than for what it was intended when given to you by the Companies without our written permission.

H. ERISA and Department of Labor (DOL) Regulations

If you sell insurance policies or annuity contracts to qualified retirement plans subject to the Employee Retirement Income Security Act of 1974 (ERISA), you are responsible for determining whether ERISA Section 408(b)(2) applies to you and to the extent necessary, providing the applicable disclosures.

Department of Labor Final exemption elements as of February 16, 2021:

- Established prohibited transaction exemption (PTE 2020-02)
- Applies to registered investment advisers, broker-dealers, banks, insurance companies, and their employees and representatives.
- Maintains the 5-part test (advice, on a regular basis, pursuant to an agreement, serving as primary basis for investment decision, and individualized).
- Applies to rollovers of plan assets to IRAs
- Exemption allows for the payment of certain commissions
- Merely executing a sales transaction at a customer's request does not confer fiduciary status. (DOL will apply a facts and circumstances analysis for regular basis prong)
- Impartial conduct standard requirement is met by providing advice in the investors' best interest, charging only reasonable compensation, and making no materially misleading statements.
- Financial Institutions must, prior to engaging in a transaction, provide a written disclosure to the investor acknowledging that the institution and its professionals are fiduciaries. Disclosure must also be provided detailing why a rollover recommendation is in a client's best interest.
- Financial Institutions must establish, maintain, and enforce written policies and procedures prudently designed to ensure that the institution complies with the impartial conduct standards.
- Institutions that compensate financial professionals through transaction-based payments and incentives must consider how to minimize the impact of those compensation incentives on fiduciary investment advice.

Financial institutions must annually conduct a retrospective review signed by a senior executive officer.

In 2024, the DOL's Retirement Security Rule ("Fiduciary Rule") was stayed due to pending litigation. The Companies have suspended work related to planning for the updated rule, in alignment with approaches being taken across the industry. Producers are expected to comply with the DOL Fiduciary Rule in place as of 2021 until further notice.

I. Required Reporting

Every producer shall inform Central Licensing (CLUbackgroundreview@securian.com) if any of the following occur. You are required to report this information even if it is not tied directly to the sale or servicing of the Companies' products:

Every producer shall inform the Companies' Central Licensing department immediately of any administrative action or event that occurs, including but not limited to those outlined in the producer's declaration:

- You, or an organization over which you exercise management or policy control have i.) filed a bankruptcy petition or been the subject of an involuntary bankruptcy provision in the previous 10 years, and/or ii.) ever been arrested, received a summons, charged with, indicted for, convicted of or pled guilty or nolo contender to any felony or misdemeanor, other than a minor traffic offense.
- You have unsatisfied judgements, garnishments, collections or liens against you.
- You have had a bonding or surety company pay out on or revoke a bond for you, or have had a request denied by such.
- You, or a company over which you exercise control have had a registration, insurance license, permit, certification of membership, appointment, securities registration, or an application for such, denied, suspended, cancelled or revoked.
- You have had a state or federal regulatory agency, legal body, or self-regulating authority i.) sanction, censure, impose injunction, suspend, order you to cease and desist, penalize or otherwise discipline you, and/or ii.) file a complaint against you.
- You have been or currently are a party to an insurance or investment related consumer-initiated complaint or proceeding.
- You have been or currently are involved with, are a party to, or are required to testify before any governmental agency or self-regulatory body in i.) litigation, and/or ii.) the subject of an investigation.
- You are a defendant or respondent in any litigation, proceeding or arbitration alleging violation of any rule or regulation of any governmental agency or self-regulating body.
- You are the subject of any contempt proceeding or any civil judgement.
- You have been or currently are being discharged or permitted to resign your position.
- You have been or currently are being contacted by any government agency or regulatory body with any inquiries (including simple questions regarding advertisements or letterhead).

J. Investigations

At any time, the Companies may initiate an investigation concerning the sale, servicing or administration of products issued by the Companies. In such case, a producer shall assist the Company with its investigations by providing prompt and complete responses to requests for information. Such requests may include, but are not limited to, requests for written statements, requests for production of business correspondence and/or requests for production of records maintained in the ordinary course of business, and bank records. Failure to provide requested information upon request in a timely manner, or withholding or omitting relevant information to the matter, may result in disciplinary action up to and including termination of your appointment.

Please keep in mind that the primary reason to purchase a life insurance product is the death benefit.

Life insurance products contain charges, such as Cost of Insurance Charge, Cash Extra Charge, and Additional Agreements Charge (which we refer to as mortality charges), and Premium Charge, Monthly Policy Charge, Policy Issue Charge, Transaction Charge, Index Segment Charge, and Surrender Charge (which we refer to as expense charges). These charges may increase over time, and these policies may contain restrictions, such as surrender periods. Policyholders could lose money in these products.

An annuity is intended to be a long-term, tax-deferred retirement vehicle. Earnings are taxable as ordinary income when distributed, and if withdrawn before age 59½, may be subject to a 10% federal tax penalty. If the annuity will fund an IRA or other tax qualified plan, the tax deferral feature offers no additional value. Qualified distributions from a Roth IRA are generally excluded from gross income, but taxes and penalties may apply to non-qualified distributions. Please consult a tax advisor for specific information. There are charges and expenses associated with annuities, such as surrender charges (deferred sales charges) for early withdrawals.

These materials are for informational and educational purposes only and are not designed, or intended, to be applicable to any person's individual circumstances. It should not be considered investment advice, nor does it constitute a recommendation that anyone engage in (or refrain from) a particular course of action. Securian Financial Group, and its subsidiaries, have a financial interest in the sale of their products.

Insurance products are issued by Minnesota Life Insurance Company in all states except New York. In New York, products are issued by Securian Life Insurance Company, a New York authorized insurer. Minnesota Life is not an authorized New York insurer and does not do insurance business in New York. Both companies are headquartered in St. Paul, MN. Product availability and features may vary by state. Each insurer is solely responsible for the financial obligations under the policies or contracts it issues.

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