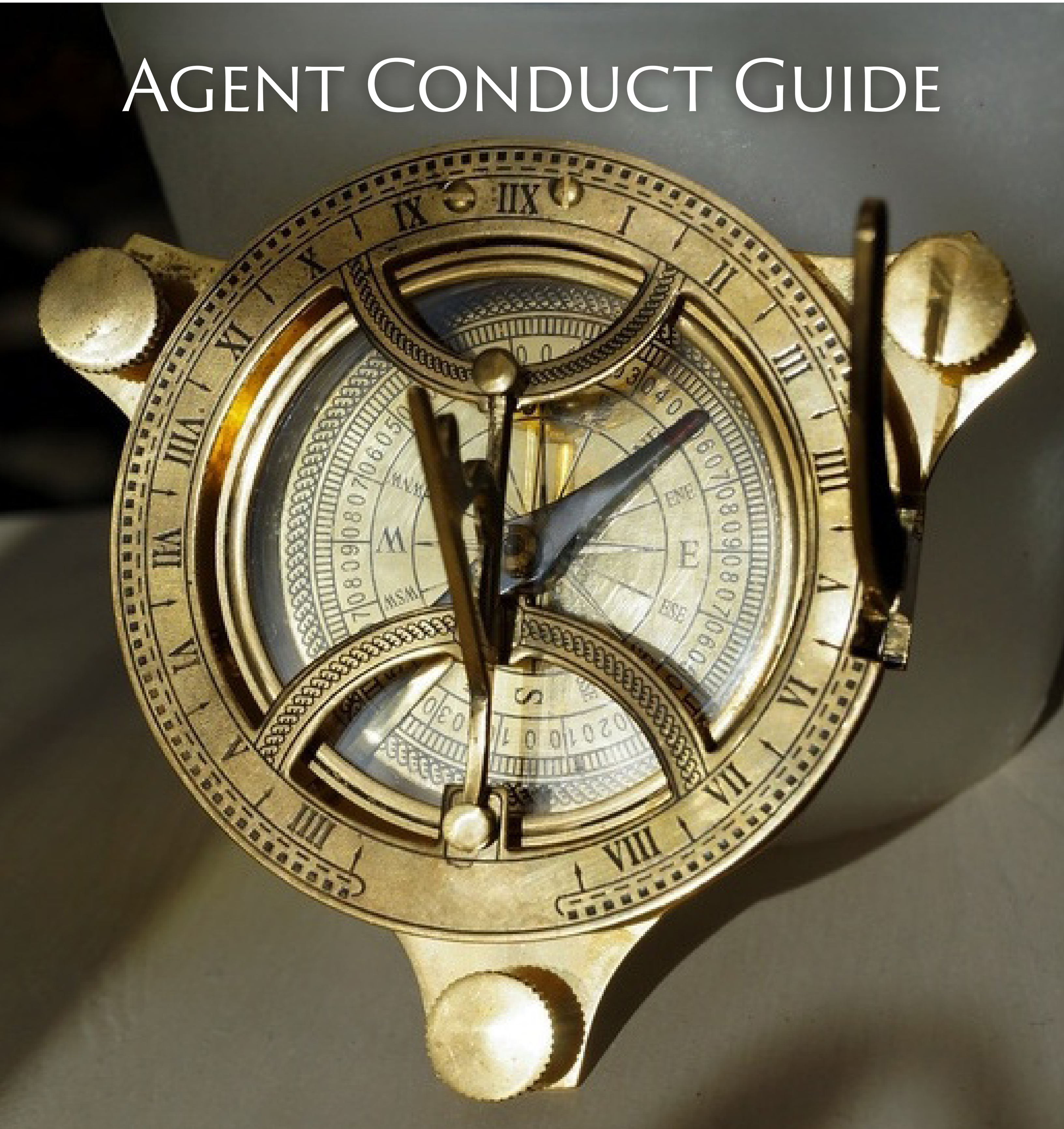
AMERICAN CENTURY
LIFE INSURANCE

Agent Conduct Guide



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At American Century Life Insurance Company, we believe that the American dream of a retirement filled with dignity and contentment is one that should be accessible to every individual. In order to fulfill that dream, we partner with financial professionals across the country who are committed to service that adheres to the highest standards of ethical conduct and compliance.

To help you thrive as a representative of American Century Life Insurance Company (the "Company"), we've put together the following information to help you better understand our products and make it easier to write business with us. It is not intended for use in public or consumer sales situations, and it is not a legal contract. If there are any discrepancies between this document and your agent contract, the contract language takes precedence.

The procedures and processes described in this guide are for reference only, and we may change them at any time and for any reason. It is the responsibility of the agent to be familiar with state and federal laws applicable in your states of licensure, and company requirements and standards, and ensure you are in compliance with those at all times.

Market Conduct and Compliance

DO:

- Educate yourself as an insurance professional about market conduct rules and regulations.
- Use only the most current applications, forms, and sales material provided by the Company or materials that have been approved by the Company.
- Accompany replacements with full disclosure of all important information and the appropriate replacement form for the state of issue.
- Use the suitability process to determine if a contract or product meets the client's financial objectives and is in the client's long-term best interest. Document this determination in your contract holder's file.
- Sell business only in states where you are properly licensed and appointed, and the company is authorized, and the specific product has been approved.
- Ensure all parties (policyowner, annuitant, and beneficiary(ies) are permanent United States (U.S.) residents at time of application and policy issue. Death benefits or other distributions will only be made to US addresses (if by check) or to U.S. Banks (if electronic).
- Promptly deliver policies and contracts and secure a signed delivery receipt from the client for each policy or contract delivered where required. The signed delivery receipt must be remitted to the Company within 10 business days from the issue date.
- Request that clients make checks payable only to American Century Life Insurance Company. The total amount of the premium should always be remitted to the Company.
- Verify that all information on the application is correct. Applications should never provide false or misleading information. On paper applications, have the Applicant initial any changes or corrections to the application prior to submitting the application to the Company.

- When using eSignature software, the Company requires an audit trail be submitted. This is essential for security, legal compliance, and fraud prevention. The audit trail records all the essential details about the signatures placed and ensures the right person is signing the contract.
- Know and comply with written Company directives and policies, including these Business Guidelines.
- Maintain complete client files with documentation and sales support, but without personal comments or statements.
- Document and immediately report any consumer complaint about the Company's policies or products to the Company. You are not authorized to try to settle the complaint (see the Complaint, Fraud, or Suspected Fraud section below for more details). "Complaint" shall mean a written, verbal, electronic, and similar type of communication primarily expressing a grievance.
- Keep all client information confidential unless authorized by the client to release.
- Maintain high standards of integrity, professionalism and excellence in business transactions.
- Engage in active and fair competition.

DO NOT:

- Engage in "churning" activities. Churning is the practice where values in an existing policy or contract are repeatedly utilized by the agent to sell another product solely for the purpose of earning additional commissions or other compensation.
- Make a sale of an SPDA to someone who is in a nursing home or hospital, or about to enter a long-term nursing facility or hospital.
- Make a sale to an active-duty military member on a military base.
- Use white out or highlight information on any paper insurance application. Minimum mark-outs, initialed and revised are acceptable, but if there are several changes made, please rewrite the app.
- Sign applications sold from presentations made by other agents. The agent who signs the application should be the agent who made the sales presentation.
- Sign documents on behalf of an insured, annuitant, applicant, beneficiary or other person.
- Indicate that risks of any kind that are not specified in the filed product form will be covered, nor modify, language on policies / contracts before they are delivered.
- Take any action or make any statement that could be interpreted by a client as a waiver of any of the Company's rights or requirements.
- Endorse, deposit, cash or otherwise negotiate any check drawn to the Company.
- In any instance, have a contract holder, annuitant, applicant, insured, beneficiary or another person sign a blank document.
- Make a gift of value on the condition of purchasing insurance or annuities.
- Give rebates.

- Pay anything else of value, directly or indirectly, to applicants, clients, contract holders, agents, or any other party to induce an individual or any legal entity to purchase a new contract or replace, withdraw funds, surrender, or in any other manner change an existing contract.
- Lend money to or borrowing money from any client unless the client is a properly licensed financial institution.
- Take on any fiduciary roles with respect to your clients such as acting as a trustee, executor, guardian, conservator or attorney-in-fact under a power of attorney. Nor should you allow yourself to be named as a beneficiary on a client's life policy or annuity contract. The only exception to this prohibition is if the client is a member of your immediate family, as long as there is an insurable interest in the life of the insured. (i.e., spouse, children, parents, or siblings).
- Represent the Company in any manner before a state insurance department or any other governmental agency.
- Affix any label or other content in such a way as to modify or change the appearance of Company materials.
- Act as notary for Company clients or on Company documents.
- Maintain a joint bank account with a client unless it is a member of your immediate family.
- Allow the use of reverse mortgages to fund Company products.
- Accept any premium funds for deposit to your own account. Funds provided by the client for premium payment should always be made payable to the Company and sent to the Company as soon as possible.
- Use your own personal funds to pay a client's premiums.
- Disparage other companies, their sales methods, producers/agents or products, or financial strength.

Fair Competition

Our Company is committed to fair and active competition as the most effective and efficient means of providing products and services to insurance and annuity buyers. We require our agents to engage in fair competition. Failure to do so could result in the termination of an appointed agent.

Fair competition is based on the elements of price, quality and client service subject to federal and state antitrust laws and state insurance laws and regulations. Focusing on fair competition can help eliminate certain negative practices, such as inappropriate replacement and bashing of competitors.

A high standard is set for fair competition.

The National Association of Insurance Commissioners (NAIC) has developed model acts dealing with unfair trade practices and advertising requirements. Most jurisdictions have adopted the NAIC Model Acts or established higher state-specific standards. These are intended to assure appropriate market conduct in the business of insurance and annuity sales by defining and addressing unfair methods of competition and unfair and deceptive acts and practices.

Unfair competition includes conduct that is unethical, dishonest or false, and fraudulent rivalry in the insurance business, particularly related to improper practices that try to substitute one insurer's products or services in the market for those of another insurer. The following practices are prohibited:

A. Misrepresentation

1. Making any estimate, illustration, circular or statement, sales presentation, omission or comparison that misrepresents the benefits, advantages, conditions or terms of any contract; or
2. Presenting any information that is misleading as to the financial condition of any insurer or to the legal reserve system upon which any Company operates; or
3. Using any name or title of any product or class of products misrepresenting the true nature thereof;
4. Disparaging any producer or sales methodology of any competitor; or
5. Intentional misquoting of rates for the purpose of inducing the purchase, lapse, forfeiture, exchange, conversion or surrender of any contract.

B. False Information

Making, publishing, disseminating, circulating or placing before the public an advertisement, announcement or statement containing any assertion, representation or statement with respect to the business of insurance and annuity sales which is untrue, deceptive or misleading.

C. Defamation

Making, publishing, disseminating or circulating, directly or indirectly, any oral or written statement or any pamphlet, circular, article or literature which is false, or maliciously critical of or derogatory to the financial condition of any insurer, and which is calculated to injure the insurer.

D. Boycott, Coercion And Intimidation

Entering into any agreement to commit, or by any concerted action committing any act of boycott, coercion or intimidation resulting in or tending to result in unreasonable restraint of, or monopoly in, the business of insurance.

E. False Statements And Entries

1. Knowingly making any false material statement of fact as to the financial condition of an insurer; and
2. Knowingly making a false entry of a material fact in any book, report or statement of any insurer or
3. Knowingly omitting to make a true entry of any material fact pertaining to the business of such insurer in any book, report or statement of such insurer, or
4. Knowingly making any false material statement to any insurance department official.

F. Unfair Discrimination

Refusing coverage based on sex, marital status, economic abuse or domestic violence, race, religion or national origin of the individual.

G. Rebates

Knowingly permitting or offering to make any agreement to provide any valuable consideration as an incentive to purchase or retain such insurance or annuity other than as plainly expressed in the contract issued thereon; or paying or allowing, directly or indirectly, as inducement, any rebate of premiums.

H. Unfair Financial Planning Practices

Holding oneself out, directly or indirectly, to the public as a financial planner, investment advisor, consultant, financial counselor, or any other specialist engaged in the business of giving financial planning or advice relating to investments, insurance, real estate, tax matters, estate or trust matters when such person is in fact engaged only in the sale of life insurance or annuities. This does not preclude persons who hold some form of formal, recognized financial planning or consultant certification or designation from using their designation when they are only selling insurance. It does not permit persons to charge an additional fee for services that are customarily associated with solicitation, negotiation or servicing of our contracts or policies. Do not use degrees, certifications or designations that are unrelated to the sale of insurance or financial products to attempt to increase your trustworthiness (for example MBA, PhD, JD.)

I. Bashing

Bashing is behavior that occurs when, in a sales situation, an insurance company or its agent puts the primary focus on negative attributes, other than relevant and factually accurate information, of a competitor or its representatives rather than on the positive attributes of that company or its products or services.

J. Disparaging

This term refers to statements, either written or verbal, that are untruthful, deceptive, misleading or otherwise unlawful with regard to competitors. Such statements are usually intended to dissuade a client from doing business with a competitor. Disparaging statements do not include relevant, factually accurate information.

K. Pretext Interviews

This term refers to an interview whereby a person, in an attempt to obtain information about a natural person, performs one or more of the following acts:

1. Pretends to be someone he or she is not;
2. Pretends to represent a person he or she is not in fact representing;
3. Misrepresents the true purpose of the interview;
4. Does not disclose that they sell life insurance and/or annuities; or
5. Refuses to identify himself or herself upon request.

If you run into any instances that you believe to be unfair competition, please call our toll-free number at (855) 966-1111. Also, please refer to your state laws as they may have more strict definitions or guidelines than the ones presented above.

Advertising and Sales Materials

The National Association of Insurance Commissioners (NAIC) defines advertising as "material designed to create public interest in 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 including printed and published material and audiovisual material (i.e., direct mail, newspapers, magazines, radio and television scripts, telemarketing scripts, billboards and similar displays, and the Internet or any other mass communication media) that may be used in communication with both prospective and existing policyholders, as well as other individuals or entities that may influence the decision to purchase or retain an insurance product or service.

All advertising involving company products requires written company pre-approval. Violation of this policy may lead to disciplinary action including, but not limited to, contract termination.

DO NOT	
Use terms like "savings," "CD," "pension," interest," "profit," or "investment" to describe the functions of annuities.	Example: This takes the place of a pension.
Compare annuities to other financial products, such as securities, stocks or bank-backed products EXCEPT to compare risks with investments.	Example: If you have funds to invest, you should consider an annuity.
Compare an annuity's cash values or loans to life insurance cash values.	Example:
Use the word "safe" or "guaranteed" as it relates to the annuity contract itself. Use of the word "guaranteed" in the proper context requires the following disclosure: *Guarantees are backed by the claims-paying ability of American Century Life Insurance Company ("ACLIC").*	Example: This product is a safe place to grow your money.
Offer "money back," except in reference to initial free-look period, without discussing penalties.	Example: You can get your money back whenever you want it.
Refer to an annuity as a "plan."	Example: This annuity will serve as a smart retirement plan.
Use the state's Guaranty Association in advertising/sales (written or verbal).	Example: This annuity is backed by a government organization that guarantees you won't lose your money.
Attempt to replace an existing annuity without a fair assessment that it is in the best interest of the customer, including penalties that might be collected.	Example: Because your annuity is several years old, you should look at the newer version with better benefits.
Use unfair or incomplete comparisons between annuity products.	Example: This annuity is better for you because it has a bigger bonus.
Disparage other annuity products, sales methods, sales agents, or companies.	Example: It's not a good idea to purchase an annuity from that company.
Offer prohibited inducements to the customer to get them to purchase.	Example: Offering to pay the first premium or share your commissions.
Promote the interest rate as the only benefit.	Example: This annuity will make you more money than any other on the market.
Promote an interest rate as if it will be guaranteed for as long as they hold the annuity, unless that is true.	Example: This annuity guarantees an X% interest rate for the life of the contract.

Say or imply that the annuity has been approved or endorsed by any organization, unless that is a fact.	Example: This annuity has been approved for Texas residents by the Texas Department of Insurance. (While strictly true, it is misleading to suggest that the regulators have endorsed it.)
Use exaggerations, superlatives or absolutes. Use modifiers such as "may," "might," "could," etc.	Example: This annuity is one of the top 10 best.
Make promissory statements.	Example: This annuity will increase your retirement income by X%.

DO	
Disclose that an annuity is issued by an insurance company and that you are paid to sell it, and name the specific insurance company issuing the product.	Example: This annuity is issued by American Century Life Insurance Company, and they pay me a commission based on this sale.
Use suitability factors in your advertising/sales.	Example: If you have $X in available/excess monies to put/pay into this annuity premium ….
Document statistics or statements of fact with sources that are less than three years old (if they are not general knowledge, such as, "the population is aging.") Keep the documentation on file for exams, and include the disclosure, "Contact [phone number] for a copy of the referenced information."	Example: According to a recent New York Times article, annuities are being recognized by more seniors as a valuable addition to their asset-management tools.[1] [1] (Source URL) Contact [email / phone number] to request a copy of the referenced information.
Use only testimonials that are true, accurate, and not misleading. They must not use scripted, paid actors unless that is disclosed, and must be specifically related to the product being marketed. Agreements for usage of customer testimonials must be renewed annually. Note: if the testimonial has prohibited language in it, it must be corrected, and the corrected language agreed to by the customer.	Original Example: Joe B. purchased one of these annuities three years ago, and says, "It's the best investment I ever made with my money." Corrected Example: Joe B. purchased one of these annuities three years ago, and says, "It's the best [choice] I ever made with my money."

Advertising Approval Procedures

All advertising must comply with the regulations of the state in which the advertising is used. For this reason, your agent contract specifies that all advertising that references the Company's products or services be approved by the Company prior to use.

The use of an advertisement without the Company's prior approval can lead to termination of your agent contract.

Advertisements submitted to the Company will be reviewed within three (3) business days. Some states require advertisements to be filed with its department of insurance before being used in the state. If an advertisement is approved, the Company will notify you of any limitations on when the advertisement may first be used.

Proposed advertisements must be submitted to the Company by email addressed to service@aclic.com.

The submission must include the following information:

- Agent/contact name;
- Agency/marketing organization;
- Telephone number;
- Name of publication/medium in which the ad will appear;
- Quantity of distribution (if TV or radio, for instance, use the Audience numbers from the ad agency you purchase space from);
- Audience type;
- State(s) in which the advertisement will appear;
- Date of distribution; and
- Final approval deadline.

The Company will review your proposed advertisement, recommend any state specific changes, and assign an advertisement tracking number which must appear in/on the ad unless space prohibits it.

Annuity Suitability

AGENT RESPONSIBILITIES

Agents are responsible for knowing and following our guidelines and complying with all laws and regulations regarding suitability. We believe agents are in the best position to gather information and make recommendations involving our products, since they have direct contact with clients. It is the agent's responsibility to gather and analyze relevant information. The information gathered by the agents is documented on the Suitability Form submitted with the application. In addition, you should maintain thorough documentation for each sale during the sales process and after the sale is completed, including any sales material reviewed with the client.

Our internal program consists of a front-end suitability analysis review prior to the issuance of each annuity contract. As a result of the Home Office Suitability Form review, we may request additional information or clarification; work with the agent to revise the recommendation; or decline to issue the annuity contract.

OUR STANDARDS FOR AGENT TRAINING

We require that our agents be familiar with our products and our business guidelines, including our annuity suitability standards, and require that each agent review these guidelines on an annual basis.

Prior to soliciting the sale of an annuity product, the agent must have adequate knowledge of the product to recommend the sale of the annuity product. Where required by state law or regulation, we will require certification of completion of product-specific training to be submitted to us prior to solicitation.

We require that agents complete any and all additional training courses required by state law or regulation and submit proof of completion prior to solicitation.

You should also keep complete continuing education records in your files.

Replacements

Replacement activity should be considered only if the transaction is in the client's long-term best interest. In order to determine whether replacement involving a Company policy or contract is in the client's best interest, the agent is expected to:

- Comply with applicable state and federal statutes and Company procedures;
- Apply the Company's definition of replacement;
- Analyze each replacement to determine if it is appropriate for the client;
- Provide the information necessary for the client to make an informed decision, including any penalties which might be assessed by the existing company;
- Disclose on the application or in other written form whether replacement is involved; and
- Comply with the Business Guidelines.

The following is the Company's definition of replacement as noted in Model Regulation 613 S 2. This definition applies to individual annuity contracts – both internal and external replacements.

"Replacement" means a transaction in which a new policy or contract is to be purchased, and it is known or should be known to the proposing producer, or to the proposing insurer if there is no producer, that by reason of the transaction, an existing policy or contract has been or is to be:

(1) Lapsed, forfeited, surrendered or partially surrendered, assigned to the replacing insurer or otherwise terminated;

(2) Converted to reduced paid-up insurance, continued as extended term insurance, or otherwise reduced in value by the use of nonforfeiture benefits or other policy values;

(3) 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;

(4) Reissued with any reduction in cash value; or

(5) Used in a financed purchase.

REPLACEMENT REVIEW

Replacement of an existing annuity may or may not be in the best interest of the client. If replacement is contemplated, it is crucial that the agent help the client determine whether replacement is appropriate in light of the client's financial goals and objectives.

When replacement is considered, the policy or contract owner needs to recognize the potential disadvantages of replacement, any plausible alternatives to replacement, and the benefits of replacement. Some suggested benefits, disadvantages, and alternatives are listed below.

A. Possible Benefits

1. Administration support
2. Extended maturity
3. Premium flexibility versus fixed premium
4. Additional features or riders available
5. Death benefit flexibility or loss of death benefit
6. Consolidation of policies/contracts
7. Tax efficiency
8. Enhanced policy performance
9. Cash value benefits
10. Interest rates (current and guaranteed)
11. Company financial strength

B. Possible Disadvantages

1. Premium costs for the new policy or contract
2. Extended or greater surrender charges which may apply to the new policy or contract as well as the old policy or contract
3. If existing cash values are used to fund the new policy or contract, the existing policy or contract will not accumulate value as originally expected
4. Possible adverse tax consequences
5. Differences in policy or contract features
6. Interest rates differences (current and guaranteed)

MODEL REPLACEMENT REGULATIONS

According to the Model Replacement Regulation, the applicant and the insurance producer must sign a statement along with the application for any contract or policy that indicates whether the applicant has existing life insurance or annuity contracts. It is not a question of whether the applicant is actually replacing the life insurance or annuity contract, but whether there is existing coverage. If there is existing coverage, then the state-specific Model Replacement form is required.

The Model Replacement form defines what replacement is for the client, so they may make an educated response to the question of whether they are replacing life insurance or annuity business.

If the applicant answers the question on the replacement form that the proposed sale will not replace existing life insurance or annuities, then the insurance producer's responsibilities with respect to replacement is complete. However, if the producer has reason to believe the client does plan to replace, the agent must indicate that on the portion of the application he/she completes, even if the client answered in the negative.

If the applicant responds on the replacement form that the proposed sale does involve replacement of life insurance or annuities, then the insurance producer is also responsible for the following requirements:

- The insurance producer must offer to read the replacement notice aloud to the applicant. If the applicant declines, then the applicant must initial the declination statement at the bottom of the form where indicated.
- The insurance producer and applicant must both sign and date the replacement form. A copy of the form must be left with the applicant at the time of application.

Only approved sales materials are to be used in the solicitation of the applicant's business. A copy of all sales materials used must be left with the applicant at the time of application and also included in the agent's files.

UNNECESSARY REPLACEMENTS

Agents and insurers are prohibited from recommending the replacement or conservation of an existing policy or contract by use of a materially inaccurate presentation or comparison of an existing policy or contract's premium and benefits or dividends and values, if any, and from recommending that a client purchase an unnecessary replacement annuity.

Repeated occurrences of policy or contract owners purchasing replacement policies or contracts from the same agent after indicating on applications that replacement was not involved in the sale, may be treated as a pattern and may constitute a rebuttable presumption of the agent's knowledge that replacement was intended and that the agent intended to violate this rule.

NOTE: As an agent, please remember it is your responsibility to ensure that a particular product meets the financial objectives of the client. It is also important to be aware of your state's specific replacement regulations and subsequent requirements.

Documentation of all information used to determine if there is a substantial benefit from an annuity replacement should be kept in the agent's file.

Transfers

In order to streamline the process of an annuity transfer to the Company, we recommend:

- Prior to filling out the transfer paperwork, contact the company from which the transfer is occurring (the "Exchanging Company") for their paperwork requirements. They may have a company-specific form you must use.
- Verify that policy and contract owners are listed on the American Century Life Insurance Company transfer exactly as they appear on the Exchanging Company's policy or contract.
- Mark only the section on the transfer form pertaining to this exchange (i.e., 1035 Exchange, IRA, NQ transfer). Marking more than one section may result in delays.
- Obtain signatures of all owners on the previous policy or contract. If owned by a Trust, supply the Company with a copy of the Trust document, including the signature page.

- When requesting multiple transfers, complete an American Century Life Insurance Company transfer form (and replacement form, if necessary) for each Exchanging Company, in addition to the Exchanging Company's form(s).
- If calling the Exchanging Company to check the status on pending transfers/1035 exchanges, do NOT claim to be an employee of American Century.

Complaints

The Company is committed to providing fair and expeditious handling of client complaints and disputes.

DUTY TO REFER COMPLAINTS TO THE COMPANY

Written complaints must be immediately referred to the Company. If a consumer has a complaint, he/she should be asked to submit the complaint in writing using any of the following options:

Mail to: American Century Life Insurance Company
1333 W. McDermott Dr. #200
Allen, TX 75013

Email to: service@aclic.com
Upload to: aclic.com/forms-upload/
Fax to: (855) 855-0181

DUTY TO RESPOND TO COMPANY INQUIRY ABOUT COMPLAINTS

Once a complaint has been received by the Company, the agent connected with the sale will immediately be contacted in writing and may be sent a copy of the complaint. The agent is asked to respond promptly and directly to each allegation contained in the complaint.

If a complaint has been sent to the company by a state insurance department or other regulatory agency, there will be a specified time period for the Company to provide a response. Late responses can result in administrative penalties. Therefore, it is very important for the agent to respond to the Company within the time period requested by the Company. The agent should include any fact-finding or needs-based selling documentation in the file, sales/marketing materials used, and a copy of the signed delivery receipt.

CONSEQUENCES FOR FAILING TO RESPOND TO COMPANY INQUIRY

Failure to respond to a Company complaint inquiry may result in termination of the agent's appointment and also may result in a commission chargeback and/or forfeiture of all rights to any further payments under the agent's contract with the Company.

Violation of Federal Crime Act

Section 18 USC 1033(e)(i)(a) of the Federal Crime Act makes it a felony crime for a person to engage or participate in the business of insurance if that person has ever been convicted of a state or federal felony involving dishonesty or a breach of trust or a crime under 18 USC 1033.

The statute makes it illegal for an insurer, reinsurer, its officers, directors, employees, agents and brokers (or others) to willfully employ a person who has been convicted of a felony crime involving dishonesty or a breach of trust without a waiver from an insurance regulatory official.

Any person appointed by the Company to sell its product has an affirmative duty to report possible violations of the Federal Crime Act to the Company at (800) 767-7749.

Fraud and Suspected Fraud

IMPORTANT NOTICE ON FRAUD

It is the declared and continuing policy of the Company that representatives, including agents or employees, shall not knowingly engage in, or provide assistance to others in, any unfair or deceptive practice that involves dishonesty or a breach of trust. This includes but is not limited to any activity that constitutes fraud or deceit, misappropriation of funds or personal property, forgery, embezzlement, or unauthorized alteration of documents.

Agents have an affirmative duty to report any known or suspected fraudulent or suspicious activities. No retaliation will be taken against any third person who provides a report on a possible violation of law, ethics or Company policy — no matter who or what the report concerns.

If you fail to report, and are later found to have knowledge of violations, you may be subject to disciplinary action, including but not limited to termination of agent's contract(s)/appointment, recommendation of state license revocation and criminal prosecution, civil litigation and restitution.

The Company will cooperate fully with law enforcement and regulatory agencies in any investigation and reporting of established violations of the law and our policies.

The Company insists upon the highest standards of ethical behavior from all agents of the company, as it benefits all clients and agents.

Anti-Money Laundering Policy

The Company, in compliance with the USA PATRIOT Act ("PATRIOT Act") and other federal laws related to the prevention of money laundering and terrorist financing, has adopted a policy on money laundering. The Company's policy is available on the Agent Portal.

As always, the Company is committed to compliance with the letter and spirit of all legal requirements applicable to our business and to the ethical standards of conduct. We also expect that you, as our agents, will promote these same high standards.

Although this policy will not significantly affect the way you administer business, there are some guidelines to which you must adhere, as well as some procedures that should be followed if you suspect an illegal transaction.

A. Agent Training Required

The Federal anti-money laundering regulations – mandated by the PATRIOT Act – took effect on May 2, 2006. Prior to writing new business, the regulations require that insurance agents receive training on anti-money laundering procedures. As part of the initial appointment process with the Company, all agents will be required to submit written proof that they have complied with this requirement before they can be contracted with the Company.

AMERICAN CENTURY LIFE INSURANCE

B. Identification

1. One of the most important methods by which companies can protect themselves from exposure is to implement a stringent "Know Your Client" (KYC) policy. We are required to use reasonable efforts to determine and verify the true identity of a client.
2. You must be careful to obtain all of the necessary information on the current application as well as the forms used to change ownership. This information includes name, residence or business address, date of birth, social security or tax identification number, and telephone number.
3. We are relying on you to obtain all of the KYC information, as well as to review government-issued photo identification if the client is unknown to you. We believe that most clients will understand that these measures are needed to protect against money laundering, identity theft, and other wrongdoing. Moreover, our clients should be accustomed to presenting government issued identification in air travel, in banks, and other financial services.
4. If a client is unwilling to provide you with such information, explain the basis for our KYC requirements and insist on proper identification.
5. If the client continues to resist, it may be an indication that the client is trying to hide something. Caution may dictate that you stop the sales process at this point and decline to submit any applications for this client.

C. Payment

In addition to identifying our clients, we must have reasonable belief as to the source of the money used in the transaction. The Company will not conduct business involving illegal funds. We must take care to identify the ownership and source of payments we receive. Therefore, the only acceptable forms of payment will be:

1. Checks payable only to the Company from the applicant.
2. Transfer from trust accounts.
3. Payments from insurance companies whose policies/contracts are exchanged for ones issued by the Company.
4. Transfers from one financial institution to another.

The following forms of payment will not be accepted:

1. Currency (domestic or foreign)
2. Traveler's Checks and credit card checks
3. Other cash equivalents
4. Wire or any other form of transfer directly from a foreign financial center
5. Checks drawn from agent or agency accounts.

D. Suspicious Activity

In addition, it is your responsibility to report any suspicious activity that arises during the application or delivery process. Failure to report suspicious activity is a Federal offense, and lack of knowledge about suspicious activity is not a defense. Some risk indicators to watch for:

1. The applicant is reluctant to provide normal information when completing the application; provides minimal, contradictory or fictitious information; or provides information that is difficult or expensive for the institution to verify.
2. Transactions that involve an undisclosed party.
3. The applicant shows no concern for the performance of the contract but is very concerned about the early cancellation options.
4. The applicant appears to have contracts or policies with several institutions without a reasonable explanation.
5. The applicant purchases contracts or policies in amounts beyond his or her apparent means.
6. The applicant is making a single large premium payment, such as buying a single premium annuity, and the source of funds cannot be identified.

This list is not all-inclusive. If you see activity that appears to be suspicious or have a “gut feeling” something is amiss, report it to the Company at (855) 966-1111.

Privacy Policy

The Company takes client privacy very seriously. We share a commitment to protect the privacy and confidentiality of personal and financial information. The three basic points of our Privacy Policy are as follows:

- We collect only the client information necessary to consistently deliver responsive products and services.
- We maintain safeguards designed to ensure information security.
- We limit how, and with whom, we share client information.

You may only collect, store, use, disclose, and destroy customer information by lawful and fair means that are for specified and appropriate purposes in connection with the legitimate business interests of the Company and in compliance with the Privacy Policy. By accepting appointment with American Century Life Insurance Company, you also agree to implement reasonable safeguards in your office(s) to protect the confidentiality of this information.

A full version of our Privacy Policy is mailed annually to clients where required by law and is included with all new contracts and policies for you to deliver. By accepting an appointment with our Company, you agree to be bound by the terms of our Privacy Policy.

Records Retention

It is important to maintain and make available upon request to the Company a record of client information collected and the basis upon which the client elected to purchase a life insurance policy or annuity. Certain documents should always be maintained. These include:

1. Original sales proposals;
2. A copy of any needs analysis completed before or during the solicitation;
3. A copy of any sales material and advertisements used during the sales process;
4. Any written correspondence to or from the applicants/contract owners regarding the solicitations, issuance of the contract or subsequent service of the contract;
5. Documentation of phone calls to or from the applicants/contract owners addressing the above issues;
6. Notes from meetings with the applicants/contract owners; and
7. A copy of the signed delivery receipt.

Agent Portal

You can access our Agent Portal by using the button located at the top of our website. You will receive your credentials (username and password) in the appointment email from us.

Within the agent portal, you can view the status of all your (and your downline(s), if any) activity. You can also see your account balance, commission payments, personal production and other important resources.

Product Forms

Product forms are available on our website. Navigate to the Resources section and select Applications & Forms. These forms include applications, policy change forms, state specific forms, claim forms and similar documents.

Agent Certification

As a representative of American Century Life Insurance Company, it is important that you understand our Company's guidelines on sales suitability, regulatory compliance and market conduct. Our Business Guidelines are designed to give you an overview of our guidelines. Agents, and the companies they represent, are being held by the public to a very high standard.

By accepting an appointment with our Company, you agree to be bound by the provisions of the guidelines which have been adopted by our Company.

If you have any questions about any of the material included in this guide, please feel free to call us toll-free at (855) 966-1111.

Please complete the information below and return this certification along with your contracting paperwork and forms.

By signing below, I acknowledge that I have reviewed this document in its entirety and that I agree to be bound by the provisions contained in this document, as a condition of being appointed as an agent of the Company.

____

Agent Name

____

Agent Signature

____

Date

AMERICAN CENTURY
LIFE INSURANCE

American Century Life Insurance Company | 1333 W. McDermott Dr. #200, Allen, TX 75013 | 855.966.1111