

This Amendment (the "Amendment") to the Insurance Selling Agreement (hereinafter the "Selling Agreement") between Forethought Life Insurance Company ("Company" or "FLIC") and _____ ("Agent") (collectively, the "Parties"), is hereby entered into by the Parties.

RECITALS

WHEREAS, the Parties entered into the Selling Agreement dated _____ for the sale and solicitation of certain life insurance and/or annuity products (the "Products") through duly-licensed insurance agencies and/or producers; and

WHEREAS, the Parties would like to allow the use of electronic signatures in life insurance and/or annuity transactions, including new business and post-issue administrative transactions;

NOW, THEREFORE, the Selling Agreement is hereby amended to include the following additional provision:

Electronic Signatures

- (A) The Parties agree that Agent may allow customers to sign life insurance and annuity applications, related documents, and post-issue administrative forms with electronic signatures ("E-Signatures"), provided that the Agent's E-Signature processes are in compliance with all applicable federal and state laws governing the use of E-Signatures, including but not limited to the Electronic Signatures in Global and National Commerce Act ("ESIGN"), and the Uniform Electronic Transactions Act ("UETA") as adopted by the various states.
- (B) Agent represents and warrants that its E-Signature process will at all times adhere to the specific consumer disclosure and consent requirements to use electronic signatures and electronic records mandated by ESIGN. The Agent represents and warrants that its E-Signature and electronic records process will contain the specific consumer disclosure and consent requirements mandated by ESIGN as delineated in the ESIGN Electronic Document Disclosure and Consent document, a copy of which is attached hereto as "Exhibit A". The Agent represents and warrants that it is solely responsible for ensuring clients have affirmatively consented to use electronic signatures and electronic records in place of manual "wet" signatures and written documents, and clients have not withdrawn such consent.
- (C) The Parties agree that:
- 1) The Agent is utilizing _____ as the E-Signature vendor;
 - a) Agent will provide Company with 30 days advance written notice of any change in the E-Signature vendor, and such change is subject to the Company's approval;
 - 2) In order for an E-Signature to be valid, such signature must be executed or adopted by a customer with the intent to sign the document;
 - 3) The Agent is responsible for validating and authenticating the customer's identification prior to the execution of the E-Signature;
 - 4) The Agent will, at its own expense, provide and maintain its own equipment, software, services and testing necessary to effectively, securely and reliably transmit such documents; and
 - 5) When accepted by the Company, each such E-Signature shall have the same force and effect as a handwritten signature, and the Parties agree that the Company shall rely on the electronically signed document to issue a life insurance or annuity contract, or effectuate requested administrative changes, including financial and non-financial transactions, to the life insurance or annuity contract post-issuance.

(D) The Parties agree that the Agent shall:

- 1) Timely submit such electronically signed document(s) to the Company;
- 2) Provide the Company with a certificate of completion including audit details for each E-Signature;
- 3) Upon request, provide the Company with originals or copies, as requested, of any electronically signed documents within two (2) business days of the Company's request;
- 4) Upon reasonable notice, permit the Company to perform an audit of Agent's E-Signature processes, either by:
 - a) Agent providing the written or electronic documentation or certification that is requested by the Company; or
 - b) Agent permitting an on-site visit by the Company within five (5) business days of the Company's request; or
 - c) As otherwise agreed to by the Parties.

(E) The Parties agree that the indemnification and hold harmless provision set out in the Indemnification section of the Selling Agreement shall also apply to any losses, expenses (including reasonable attorneys' fees and court costs), damages or liabilities arising out of or based upon a customer's E-Signature or any document relating thereto.

(F) This Amendment may be terminated by either Party hereto upon 30 days written notice to the other.

All capitalized terms used in this Amendment and not defined herein shall have the same meaning ascribed to them in the Selling Agreement. Except to the extent amended by this Amendment, the Selling Agreement shall remain unchanged and in full force and effect, and is hereby ratified and confirmed in all respects as amended hereby.

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to execute this Amendment to the Selling Agreement effective as of the date signed below.

Date: _____ Forethought Life Insurance Company

By: _____

Printed: _____

Its: _____

Date: _____ Agent Information

By: _____

Printed: _____

Its: _____

EXHIBIT A

ESIGN Electronic Document Disclosure and Consent Requirements: In order to ensure the legal sufficiency of transactions conducted by Agent on E-Signature platforms, the Agent's E-Signature and electronic records processes must comply with the applicable federal and state laws governing the use of E-Signatures, including ESIGN. Furthermore, the Agent's E-Signature and electronic records processes must adhere to the specific electronic document consumer disclosure and consent requirements mandated by ESIGN, which are captured under the below three sections of this Exhibit.

I. Provide the Mandatory Pre-Consent Client Disclosures

Prior to consenting, the client must be provided with a clear and conspicuous statement informing the client of the following:

- 1) The right or option of the client to have the record provided or made available on paper or in non-electronic form;
- 2) The right of the client to withdraw the consent to have the record provided or made available in an electronic form and of any conditions, consequences (which may include termination of the parties' relationship), or fees in the event of such withdrawal;
- 3) Inform the client of whether the consent applies only to the particular transaction which gave rise to the obligation to provide the record, or to identified categories of records that may be provided or made available during the course of the parties' relationship;
- 4) Describe the procedures the client must use to withdraw consent as provided in Subsection 2 above, and to update information needed to contact the client electronically;
- 5) Inform the client how, after the consent, the client may, upon request, obtain a paper copy of an electronic record, and whether any fee will be charged for such copy; and
- 6) Provide the client with a statement of the hardware and software requirements for access to and retention of the electronic records.

II. Secure the Mandatory Client Consent for E-Signature and E-Delivery

After the above mandatory pre-consent client disclosures are provided, the client must affirmatively consent electronically, or confirm his or her consent electronically, in a manner that reasonably demonstrates that the client can access information in the electronic form that will be used to provide the information that is the subject of the consent.

III. Provide the Mandatory Post-Client Consent Disclosures

After the client's consent is secured in accordance with Sections I and II above, if a change in the hardware or software requirements needed to access or retain electronic records is made by the Agent that may cause the client to be unable to access or retain a subsequent electronic record that was the subject of the consent, then the Agent must provide the client with the following:

- 1) A statement of the revised hardware and software requirements for access to and retention of the electronic records,
- 2) The right to withdraw consent without the imposition of any fees for such withdrawal and without the imposition of any condition or consequence that was not previously disclosed under Section I above; and
- 3) The client's consent for E-Signature and E-Delivery use is once again secured by the Agent in accordance with Section II above.