

**INSURANCE AGENTS AND BROKERS
PROFESSIONAL LIABILITY INSURANCE POLICY**

**BCS INSURANCE COMPANY
2 Mid America Plaza, Suite 200
Oakbrook Terrace, IL 60181**

THIS IS A CLAIMS MADE AND REPORTED POLICY - PLEASE READ CAREFULLY

DECLARATIONS

Policy No. AEO-30249

- Item 1. Named Insured:** Independent Agents of Afortus Financial Insurance Services
- Item 2. Address:** 10808 S. Riverfront Parkway #3078
South Jordan, UT 84095
- Item 3. Policy Period:** August 1, 2025 to August 1, 2026
- Item 4. Deductible:** \$1,000 each claim Afortus Financial product-related claims
\$2,500 each claim non-Afortus Financial product-related claims
\$5,000 Variable and Mutual Funds product-related claims
- Item 5. Limit of Liability:**(See Renewal Endorsement)
- Item 6. Premium:** (See Renewal Endorsement)
- Item 7. Endorsement Form Numbers:** See Endorsement 92.803 (UT) 11/10

Notice:

“This insurance coverage contains claims-made and reported coverage. Except as may be otherwise provided herein, the coverage provided by the Policy is limited to Claims that are first made against the Insured and reported to the Company while the insurance is in force or applicable Extended Reporting Period. Please read and review the insurance carefully and discuss the coverage with your agent.”



PRESIDENT



SECRETARY

BCS Insurance Company, hereinafter called the Company, agrees to provide insurance coverage as provided in this Policy, in consideration for the payment of the premium and in reliance upon the statements in the Application and in the Declarations and subject to all of the terms of this Policy as follows:

SECTION I

COVERAGE

The Company shall pay on behalf of an Insured Loss and Defense Expenses resulting from any Claim first made against an Insured and reported to the Company during the Policy Period, or Extended Reporting Period, if applicable, in excess of the applicable deductible and within the limit of liability specified in the Declarations.

Provided, however, that in the event that any Wrongful Act alleged in the Claim actually or allegedly occurred prior to the Policy Period, no coverage will be afforded for any Claim arising out of such Wrongful Act, or any other Wrongful Act that shares as a common nexus any fact, circumstance, situation, event or transaction, unless:

- a) the Named Insured was covered by professional liability or errors and omissions insurance at the time of the alleged Wrongful Act and remained continuously covered by professional liability or error and omissions insurance from the date of the alleged Wrongful Act until the beginning of the Policy Period for the Named Insured under this Policy; and
- b) the Named Insured provides to the Company a copy of the continuously in force prior professional liability or errors or omissions insurance or other proof of such insurance acceptable to the Company; and
- c) as of the inception of coverage under this Policy, no Insured had knowledge of any Claim, or any fact, circumstance, situation, event or transaction leading to or that may reasonably be expected to lead to a Claim, arising out of the prior Wrongful Act.

SECTION II

DEFENSE AND SETTLEMENTS

The Company, in the Insured's name and behalf, shall have the right and duty to investigate, defend, conduct settlement negotiations and enter into settlements for any Claim for which coverage is provided under the terms of this Policy, even if such Claim is groundless, false, fraudulent, or for an amount less than the Insured's deductible.

The Insured shall cooperate with the Company, and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in conducting litigation.

The Insured shall not admit liability for, nor make any voluntary settlement, nor incur any costs or expenses in connection with any Claim, except with the written consent of the Company.

SECTION III

LIMIT OF LIABILITY AND DEDUCTIBLE

The limit of liability of the Company for Loss and Defense Costs on account of a single Claim first made against an Insured and reported to the Company during the Policy Period, or during the Policy Period together with the Extended Reporting Period, if applicable, shall not exceed the “per Claim” amount specified in Item 5 of the Declarations, subject to an aggregate limit “each agent each Policy Period” in the amount specified in Item 5 of the Declarations. In no event shall the Company pay Loss and Defense Costs greater than the specified aggregate limit “each agent each Policy Period” on behalf of any Insured for Claims first made and reported to the Company during a single Policy Period.

The inclusion of more than one Insured or the making of Claims by more than one person or organization shall not operate to increase the Company’s Limit of Liability as stated herein. Two or more Claims against an Insured arising out of a single Wrongful Act, or multiple Wrongful Acts that share as a common nexus any fact, circumstance, situation, event or transaction, shall be treated as a single Claim. All such Claims, whenever made, shall be considered first made and reported to the Company during the Policy Period or Extended Reporting Period in which the earliest Claim arising out of such acts, errors, or omissions was first made and reported. All such Claims shall be subject to the same limit of liability.

The limit of liability as stated in Item 5 of the Declarations shall apply in excess of the deductible as stated in Item 4 of the Declarations. The deductible shall apply to payment of Loss on each Claim instituted against the Insured.

Should the Company, for any reason, pay the entire amount of Loss without regard to the deductible, the Insured will reimburse the Company within 30 days of the Company’s request.

SECTION IV

DEFINITIONS

Whenever used in this Policy:

- a) “Claim” shall mean any written notice received by an Insured that any person or entity intends to hold such Insured responsible for a Wrongful Act involving Professional Services.

“Claim” does not include (1) criminal proceedings or investigations, (2) administrative proceedings or investigations against an Insured by or

before any federal, state or local governmental regulatory or licensing agency or any national, regional or local self regulatory association or commission.

- b) "Client" shall mean an individual or business who is a member of the general public and uses the Professional Services of the Insured. Client shall not include a Named Insured, an employee of a Named Insured or any current or former owners, partners, shareholders or directors of an Insured.
- c) "Defense Expenses" shall mean:
 - 1. all reasonable and necessary fees charged by the attorney(s) designated by the Company, or designated by an Insured with the Company's written consent, in the defense of any Claim against an Insured;
 - 2. all premiums on bonds to release attachments and appeal bonds, limited to that portion of such bond that does not exceed the limit of liability of this Policy, but without any obligation to apply for or furnish such bonds;
 - 3. all costs taxed against the Insured in any suit and all expenses incurred by the Company;
 - 4. all interest accruing after the entry of judgment, but only for that portion of the judgment which does not exceed the applicable limit of liability, until the Company has tendered or paid such part of such judgment as does not exceed the Company's limit of liability thereon; and;
 - 5. all reasonable expenses incurred by the Insured at the Company's request in assisting the Company in the investigation and defense of any Claim or suit, provided however that Defense Expenses shall not include salaries, wages, overhead or benefits expenses of an Insured or any employee of an Insured.
- d) "Extended Reporting Period" means (1) the 60 day period of time following the end of the Policy Period or earlier termination of the Policy during which an Insured may provide the Company with notice of Claims per Section IX of this Policy or (2) such additional time for reporting Claims for Wrongful Acts occurring prior to the end of the Policy Period as provided in a separate Named Insured Extended Reporting Period Endorsement to this Policy.

- e) "Insured" shall mean:
1. the Named Insured;
 2. any secretarial, clerical, administrative or customer service employee of the Named Insured while acting within the scope of their duties on behalf of and under the supervision of the Named Insured in connection with the Named Insured's performance of Professional Services. Such employee may be deemed an Insured under this subsection only if the employee is not involved in soliciting or negotiating insurance and devotes the employee's full time to clerical and administrative services, including the incidental taking of information from customers and receipt of premiums in the office of the Named Insured. Provided further that any such employee who is acting as an agent, sub-agent, broker or sub-broker or who receives any commissions or whose compensation varies by the volume of premiums taken and received shall not be deemed to be an Insured under this subsection;
 3. the estate, heirs, executors, administrators, assignees or legal representatives of an Named Insured in the event of the Named Insured's death, incapacity or bankruptcy, but only to the extent that the Named Insured had coverage under this Policy; and
 4. the agency under which the Named Insured is doing business or is employed, but only for such agency's vicarious liability resulting solely from Wrongful Acts of the Named Insured otherwise covered under this Policy, and not due to any actual or alleged independent Wrongful Acts of the agency. Notwithstanding the foregoing, owners, partners, shareholders or directors of the agency are not Insureds under this policy.
- f) "Loss" shall mean such amounts that the Insured is legally obligated to pay, including settlements or judgments, resulting from Claims up to the Policy limits. Loss shall not include:
1. civil or criminal fines or penalties;
 2. punitive or exemplary damages;
 3. the portion of any multiplied damage award which exceeds the amount multiplied;
 4. return or withdrawal of commission, fees or other consideration paid to an Insured,
 5. costs and expenses resulting from compliance with any injunctive or non-monetary relief or agreement to provide such relief; or
 6. matters deemed uninsurable under applicable law.
- g) "Policy Period" shall mean the time between the effective date of this Policy and the expiration date, or earlier termination date, if any, as specified in Item 3 of the Declarations and shall begin and end at 12:01 a.m. Standard Time at the address of the Named Insured.
- h) "Professional Services" shall mean specialized services rendered to a Client as a licensed Life, Accident and Health Insurance Agent, a licensed

Life, Accident and Health Insurance General Agent or a licensed Life, Accident and Health Insurance Broker. Professional Services shall not include: (1) the surrender, conversion or alteration of a Life, Accident or Health Insurance product in order to invest in anything other than a Life, Health or Accident Insurance product, or (2) any advice or recommendation to in any way convert, redeem or alter a Life, Accident or Health Insurance product in order to invest in anything other than a Life, Health or Accident Insurance product.

- i) "Wrongful Act" shall mean any actual or alleged negligent act, error or omission in the rendering of or failure to render Professional Services by an Insured to or for a Client, solely in his or her capacity as a licensed Life, Accident and Health Insurance Agent, a licensed Life, Accident and Health Insurance General Agent or a licensed Life, Accident and Health Insurance Broker.

SECTION V

EXCLUSIONS

The Company shall not pay Loss or Defense Expenses resulting from any Claim based upon, arising out of, directly or indirectly resulting from or in consequence of:

- a) any dishonest, fraudulent, criminal or malicious act, or assault or battery committed by or contributed to by the Insured or Insureds;
- b) bodily injury to, or sickness, disease or death of any person arising out of the Wrongful Act(s) of an Insured;
- c) injury to or destruction of any property, including the Loss of use thereof;
- d) any liability assumed by the Insured under contract, unless the Insured would have been legally liable in the absence of such contract;
- e) the financial inability to pay, insolvency, receivership, bankruptcy or liquidation of any insurance plan, any reinsurer, any IPA, HMO, PPO, DSP or any pool, syndicate, association or other combination formed for the purpose of providing health care, insurance or reinsurance;
- f) the insolvency, receivership, bankruptcy, liquidation or financial inability to pay of any company, entity or other investment vehicle in which any customer has invested;
- g) any transaction involving the actual or alleged violation of any statute or any rule or regulation of any federal, provincial or state securities regulatory agency, the Securities Act of 1933, the Securities Exchange Act, the Trust Indenture Act of 1939, the Investment Company Act of 1940, the Investment Advisors Act of 1940, any similar state statute, any rule or regulation promulgated under any of the foregoing, or any amendment to any of the foregoing, or any provision of the common law imposing liability in connection with the offer, sale or purchase of securities.
- h) any Wrongful Act based upon, arising out of, directly or indirectly resulting from or in consequence of the sale of fixed or variable annuities, variable life insurance, mutual funds, securities, unregistered securities, promissory note programs, step up, step down and callable CDs, viaticals or life

settlements, structured settlements, collateralized debt obligations, private equity, tax liens, tax deeds, day trading or other investment product;

i) a loss or alleged loss sustained from fluctuations in the market value of any fixed or variable annuities, variable life insurance, mutual funds, securities, unregistered securities, promissory note programs, step up, step down and callable CDs, viaticals and life settlements, structured settlements, collateralized debt obligations, private equity, tax liens, tax deeds, day trading or other investment product;

j) the Named Insured making representations, promises or guarantees as to:

1. interest rates, or
2. fluctuations in interest rates, or
3. future premium payments, or
4. market value(s), or
5. the future value of, or
6. rate of return

of any investment product, policy, security, annuity, fixed or variable annuity, variable life insurance, mutual funds, securities, unregistered securities, promissory note programs, step up, step down and callable CDs, viaticals and life settlements, structured settlements, collateralized debt obligations, private equity, tax liens, tax deeds, day trading or other investment product;

k) any actual or alleged price fixing, price discrimination, predatory pricing, restraint of trade, antitrust, monopolization, unfair trade, or unfair anti-competitive conduct, commissions, contingent commissions, taxes, dispute over fees, reimbursement or the failure to collect, pay or return premium, commingling of, or use of, clients' funds;

l) services performed by the Insured as an actuary, accountant, attorney, tax advisor, investment advisor, investment counselor, financial planner, real estate agent or real estate broker or property and casualty agent or property and casualty broker;

m) the actual or alleged wrongful termination, discipline, or employment discrimination against any employee or agent of the Insured, including but not limited to harassment in violation of any federal, state or local law, the failure to hire or employ an applicant, the failure to promote any employee of the Insured, any adverse or differential employment action on any basis prohibited by federal, state or local law or retaliation for any employee's exercise of any right pursuant to any law for the protection of employees;

n) any liability arising out of any duties or activities assumed under contract by an Insured as a plan administrator or fiduciary under the Employee Retirement Income Security Act of 1974 (ERISA), the Pension Benefits Act or the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) including any amendments, regulations or enabling statutes pursuant thereto, or any other similar federal, state or provincial statute or regulation;

o) any Claim made against the Insured based upon or arising out of any pension, profit sharing, health or welfare or other employee benefit plan or trust sponsored by the Insured as an employer;

- p) any Claim based solely on the Insured's status as a named fiduciary or under power of attorney;
- q) any proceedings against or fines or penalties levied against the Insured by a state or federal regulatory agency or self-regulatory body;
- r) any Claim made against the Insured arising out of the Insured's activities as the third party administrator of any plan whether insured or self-insured and whether the Insured performs such activities for a fee or for no fee;
- s) any Claim arising out of or alleging the unauthorized use of trade secrets or confidential or proprietary information;
- t) any Claim brought against the Insured by a securities broker/dealer, a broker/dealer organization or any investment company;
- u) any Claim arising out of or in connection with a fraudulent or nonexistent entity;
- v) any Claim arising out of the referral of individuals or entities to individuals or entities selling or servicing or purporting to sell or service property and casualty insurance or securities products;
- w) any Loss arising out of or based upon:
 1. the quality of care rendered by or lack of care rendered by or the alleged malpractice of a participating provider of services its employees, physician or other practitioner, of any IPA, HMO, PPO, or DSP or other health care provider; or
 2. the failure of an IPA, HMO, PPO or DSP or other health care provider to pay the salaries or fees of any practitioner;
- x) any Wrongful Act or any fact, circumstance or situation which has been the subject of any notice given prior to the effective date of this Policy under any other insurance policy; or
- y) the actual or alleged signing or verification of any insurance application or other document on behalf of any Client.

SECTION VI

POLICY PERIOD

This Policy shall be in force during the Policy Period as stated in Item 3 of the Declarations, or earlier termination date, if any. Any renewal of this Policy by endorsement shall be deemed to be a new and separate Policy that shall be in force only for the Policy Period as stated in the renewal endorsement.

SECTION VII

EXTENDED REPORTING PERIOD

- a) If this Policy is cancelled or not renewed by either the Company or the Named Insured, an Insured who is insured under this policy as of the termination date of the Policy will be provided with a 60 day automatic Extended Reporting Period effective at the termination of the Policy Period. This automatic Extended Reporting Period shall not extend the Policy Period but shall extend the time in which an Insured may give written notice of Claims first made against the Insured during the Policy Period for Wrongful Acts occurring prior to the end of the Policy Period, subject to the terms and conditions of the Policy.
- b) The Extended Reporting Period will apply only to Claims first made and reported to the Company against those Insureds covered under the Policy as of the termination date of this Policy. Making a change in the premium for, or other terms of, this Policy shall not be deemed a refusal to renew it.
- c) The Automatic Extended Reporting Period shall not apply if the Named Insured has failed to comply with the Policy's provisions or has obtained another in force policy of professional liability insurance.

SECTION VIII

NOTICE

- a) If during the Policy Period any Claim is made against an Insured, the Insured shall, as a condition precedent to his or her rights under the Policy, give the Company written notice of such Claim as soon as practicable. The Insured shall forward promptly to the Company copies of such pleadings and reports as may be requested by the Company.
- b) In no event shall a Claim be subject to coverage under this Policy if notice of such Claim is given to the Company more than 60 days after the end of the Policy Period.
- c) If during the Policy Period or Extended Reporting Period if applicable, an Insured becomes aware of a specific Wrongful Act and gives the Company written notice as soon as practicable of the specific Wrongful Act, and any consequences which have or may result from the Wrongful Act, then any Claim not otherwise excluded by the terms of this Policy subsequently made arising out of such Wrongful Act shall be deemed to have been made at the time such written notice was given.

SECTION IX

OTHER INSURANCE

If the Insured has other insurance against the Loss covered by this Policy, this Policy shall be excess over any other valid and collectible insurance and shall then apply only in the amount by which the applicable limit of liability of this Policy exceeds the sum of the applicable limit of liability of all such other insurance. This provision will not apply if the Insured has similar coverage with the Company, or one of its affiliates. In this event only one limit of liability shall be available to the Insured, and such limit shall be the greater of the available limits irrespective of under which Policy such limit is provided.

SECTION X

TERRITORY

This Policy applies to any act, error or omission which takes place anywhere in the world, provided that the Claim is made and suit is brought against the Insured in the United States of America, its territories or possessions and the District of Columbia or Puerto Rico.

SECTION XI

SUBROGATION

In case of payment of Loss by the Company hereunder, the Company shall be subrogated to the amount of such payment to the Insured's right of recovery against any other person or organization for such Loss, and the Insured shall execute all papers required, and shall cooperate with the Company to secure such rights.

Any recovery (after expenses) shall be used to reduce the Loss, and so much of such recovery shall be paid to the Company as will reduce the Loss ultimately borne by the Company to what it would have been had the recovery preceded any payment of such Loss by the Company.

SECTION XII

CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or keep the Company from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by endorsements issued to form a part of this Policy.

SECTION XIII

ASSIGNMENT

No assignment of Interest under this Policy shall be valid, unless the written consent of the Company is endorsed hereon.

SECTION XIV

ACTION AGAINST COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

SECTION XV

CANCELLATION

The Policy may be canceled by the Company by mailing written notice of cancellation to the Named Insured at the Named Insured's last known address. Such written notice shall state when, not less than sixty (60) days thereafter, or ten (10) days in the case of nonpayment of premium, such cancellation shall be effective. The mailing of written notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the Policy Period. Delivery of such written notice of cancellation to the Named Insured shall be equivalent to mailing.

This Policy may be canceled by the Named Insured by mailing written notice stating when the cancellation shall be effective to the Company or its authorized representative.

If the Company cancels, the earned premium shall be the pro rated amount of the annual premium. If the Named Insured cancels, the premium will be cancelled short rate where allowable by law. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed to the Named Insured shall be sufficient tender of any refund or premium due to the Named Insured, provided that if at the time of cancellation the Aggregate Limit of Liability has been exhausted, the entire premium shall be considered earned.

SECTION XVI

REPRESENTATIONS

By acceptance of this Policy, all Insureds represent and warrant that the information and statements contained in the Named Insured's application(s) and any supplement or attachment thereto are true, accurate and complete. All such information and statements are material to the issuance of this Policy to the Named Insured and the extension of coverage under this Policy to the Named Insured is in reliance upon the truth of the information and statements in the Named Insured's application. The application and any supplements or attachments thereto shall be considered as incorporated into and a part of this Policy, whether or not physically attached to the Policy or Certificate of Insurance.

IN WITNESS WHEREOF, the Company has caused the facsimile signatures of its President and Secretary to be affixed hereto, and has caused this Policy to be signed on the Declarations page by an authorized representative of the Company.

BCS INSURANCE COMPANY
2 Mid America Plaza, Suite 200
Oakbrook Terrace, Illinois 60181

MUTUAL FUNDS REPRESENTATIVE ENDORSEMENT

IT IS AGREED that for each insured agent named on the attached Mutual Funds roster and any subsequent rosters, and subject to all the terms of this policy not inconsistent herewith, the Company does hereby agree to pay on behalf of the insured agent such Loss as is sustained by the insured agent by reason of liability imposed by law for damages caused by an negligent act, error or omission of the insured agent arising out of the rendering of services as a registered representative in the sale and servicing of mutual funds through a NASD registered broker /dealer organization.

The following exclusions apply only to the coverage provided by this Endorsement and are in addition to the Exclusions otherwise set forth in the policy:

This policy does not apply to:

- A. Any act, error or omission if, at the time of such act, error or omission, the insured agent is engaged in the sale of mutual funds other than through a NASD Register broker/dealer organization;
- B. Any Claim for Loss sustained or alleged to have been sustained by any person, firm or organization that is not either a customer of the insured agent or a customer's appointed administrator, executor, receiver or trustee in bankruptcy;
- C. A willful violation of any statute or any rule or regulation of any federal, provincial or state securities regulatory agency;
- D. Any Claim brought against the insured agent by a broker/dealer organization or any investment company;
- E. Any Claim based upon a Loss or alleged Loss sustained from fluctuations in the market value of any mutual fund;
- F. Any Loss arising out of the insured agent making promises or guarantees as to the rate of return and/or future value of any mutual fund;
- G. Any Claim arising out of the insolvency, receivership, bankruptcy, liquidation or financial inability to pay of any company, entity or other investment vehicle in which any customer has invested.

Regardless of the number of Agents covered, the liability of the Company for Loss on account of all Claims arising out of the coverage provided by this endorsement during the policy period shall be the Limit of Liability stated in Item 5 of the Declarations.

All other terms and conditions of this policy shall remain unchanged. This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

BCS INSURANCE COMPANY

ERISA EXCLUSION ENDORSEMENT

Endorsement No.

This endorsement, effective at 12:01 a.m. CST, on August 1, 2025, forms part of:

Policy No: AEO-30249
Issued to: Independent Agents of Afortus Financial Insurance Services
Issued by: BCS Insurance Company

This Endorsement modifies insurance provided under the following:

It is agreed and understood that Exclusion n) in Section V is deleted and replaced by the following:

- n) any liability arising out of any duties or activities assumed under contract by an Insured as a plan administrator or fiduciary under the Employee Retirement Income Security Act of 1974 (ERISA), the Pension Benefits Act or the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) including any amendments, regulations or enabling statutes pursuant thereto, or any other similar federal, state or provincial statute or regulation; however this exclusion shall not apply to the extent such Claim alleges the Insured is liable pursuant to the U.S. Department of Labor's Rules regarding Best Interest Contract or under Prohibited Transaction Exemption 84-24. Sublimit is part of and not in addition to the limits of liability.

Sublimit \$500,000

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

**BCS INSURANCE COMPANY
2 Mid America Plaza, Suite 200
Oakbrook Terrace, Illinois 60181**

RENEWAL ENDORSEMENT

It is agreed that in consideration of the payment of the renewal premium, this policy, as amended by the endorsements attached thereto, is hereby renewed for the period stated below, subject to all its terms, except as otherwise stated below:

POLICY PERIOD: August 1, 2025 to August 1, 2026

RENEWAL PREMIUM: Option A \$ See Below - Premium Per Agent
Option B \$ See Below - Premium Per Agent

LIMIT OF LIABILITY:
OPTION A \$1,000,000 each claim subject to an Annual Aggregate limit of
\$1,000,000 each Agent each policy period

OPTION B \$1,000,000 each claim subject to an Annual Aggregate limit of
\$2,000,000 each Agent each policy period

DEDUCTIBLE: \$1,000 each claim Afortus Financial product-related claims
\$2,500 each claim non-Afortus Financial product-related claims
\$5,000 Variable and Mutual Funds product-related claims

Subject to an annual Policy all Insureds aggregate limit of \$15,000,000 each Policy Period.

Option A \$490 Premium Per Agent
Life Accident, Health and Fixed Annuities

\$625 Premium Per Agent
Life Accident, Health, Fixed Annuities, Variable Annuities and Mutual Funds

Option B \$620 Premium Per Agent
Life Accident, Health and Fixed Annuities

\$745 Premium Per Agent
Life Accident, Health, Fixed Annuities, Variable Annuities and Mutual Funds

All other terms and conditions of this policy shall remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Named Insured

BCS INSURANCE COMPANY
2 Mid America Plaza, Ste. 200
Oakbrook Terrace, IL 60181

AMENDATORY ENDORSEMENT – UTAH

IT IS AGREED that this Policy is hereby amended to the extent necessary to eliminate any inconsistencies between it and the following provisions:

The following changes are made to the **DECLARATIONS** Section:

Item 7. Sponsoring Organization: Afortus Financial Insurance Services

Item 8. Endorsement Form Numbers:

92.504-1	Mutual Funds Representative Endorsement
92.601 (11/17)	ERISA Exclusion Endorsement
92.802	Renewal Endorsement
92.803 UT (11/10)	Amendatory Endorsement - UTAH
92.205(2/08)	Changes Endorsement

SECTION III LIMIT OF LIABILITY AND DEDUCTIBLE is deleted in its entirety and replaced with the following:

The limit of liability of the Company for Loss and Defense Costs on account of a single Claim first made against an Insured and reported to the Company during the Policy Period, or during the Policy Period together with the Extended Reporting Period, if applicable, shall not exceed the “per Claim” amount specified in Item 5 of the Declarations, subject to an annual aggregate limit in the amount specified in Item 5 of the Declarations. In no event shall the Company pay Loss and Defense Costs greater than the specified aggregate limit on behalf of all Insureds for Claims first made and reported to the Company during a single Policy Period.

The inclusion of more than one Insured or the making of Claims by more than one person or organization shall not operate to increase the Company’s Limit of Liability as stated herein. Two or more Claims against an Insured or several Insureds arising out of a single Wrongful Act, or personal injury or multiple Wrongful Acts that share as a common nexus any fact, circumstance, situation, event or transaction, shall be treated as a single Claim. All such Claims, whenever made, shall be considered first made and reported to the Company during the Policy Period or Extended Reporting Period in which the earliest Claim arising out of such acts, errors, or omissions or personal injuries was first made and reported. All such Claims shall be subject to the same limit of liability.

All Insureds under this policy share the Limits of Liability. In no event will the number of Insureds involved in a claim increase the Limits of Liability stated in Item 5 of the Declarations.

The limit of liability as stated in Item 5 of the Declarations shall apply in excess of the deductible as stated in Item 4 of the Declarations. The deductible shall apply to payment of Loss on each Claim instituted against the Insured.

92.803 UT 11/10

Should the Company, for any reason, pay the entire amount of Loss without regard to the deductible, the Insured will reimburse the Company within 30 days of the Company's request.

The following changes are made to **SECTION IV DEFINITIONS**:

When the Named Insured listed in Item 1 of the Declarations is an individual agent, the definition of "Insured" remains unchanged.

When the Named Insured listed in Item 1 of the Declarations is an Insured Agency the definition of "Insured" is deleted in its entirety and replaced with the following:

"Insured" shall mean:

- (1) the Named Insured;
- (2) any Employee of the Insured Agency, but solely while acting within the scope of his or her duties as such;
- (3) any owner, partner, executive, officer, director or stockholder of the Insured Agency, but solely while acting within the scope of his or her duties as such; and
- (4) in the event of the death, incapacity or bankruptcy of any Insured listed in (a)(1-3) above, the estate, heirs, executors, administrators, assignees or legal representatives of the Insured but only to the extent that such person or entity had coverage under this Agency Coverage Endorsement.

Employee means an individual whose labor or service is engaged by the Insured Agency and who is on the Insured Agency's regular payroll, with federal and/or state taxes withheld and required to be reported on a W-2 Form. The appearance of an individual's name on a list or schedule of employees of the Insured Agency is not determinative of the individual's status as an Employee.

Notwithstanding the definition of Insured above, an Employee of the Insured Agency who has purchased individual coverage shall not be an Insured when the Named Insured listed on the Declarations is an Insured Agency for the period of time during which he or she has individual coverage.

Individual Coverage means agents errors or omissions coverage purchased from the Company by a licensed agent who is appointed to represent the Sponsoring Organization identified in Item 7 of the Declarations.

A policy issued to an Insured Agency as the Named Insured will not cover any claim seeking to hold an Insured Agency liable for the acts, errors or omissions of an Insured who has individual coverage for such acts, errors or omissions to the extent that the Agency is insured by such Individual Coverage.

The following definitions are added **SECTION IV DEFINITIONS**:

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- j) "Insured Agency" means the insurance agency entity named in Item I of the Declarations which has been appointed to represent the Sponsoring Organization named in Item 7 of the Declarations.
- k) "Named Insured" means the individual agent or Insured Agency identified in Item 1 of the Declarations so long as that person or Insured Agency holds a current valid appointment with the Sponsoring Organization identified in Item 7 of the Declarations and has applied for and been accepted for coverage under this Policy with the Company or its designee.

The following changes are made to **SECTION V EXCLUSIONS**:

Exclusion h. is deleted and replaced with the following:

h) any claim based upon a loss or alleged loss sustained from fluctuations in the market value of any mutual funds, securities, unregistered securities, promissory note programs, step up, step down and callable CDs, viaticals and life settlements, structured settlements, collateralized debt obligations, private equity, tax liens, tax deeds, day trading or other investment product;

Exclusion j. is deleted and replaced with the following:

j) any loss arising out of the Named Insured making representations, promises or guarantees as to:

1. interest rates, or
2. fluctuations in interest rates, or
3. future premium payments, or
4. market value(s),
5. the future value of, or
6. the rate of return of

any mutual funds, securities, unregistered securities, promissory note programs, step up, step down and callable CDs, viaticals and life settlements, structured settlements, collateralized debt obligations, private equity, tax liens, tax deeds, day trading or other investment product;

The following is added to **SECTION V EXCLUSIONS**:

z) Punitive Damages.

The following changes are made to **SECTION VII EXTENDED REPORTING PERIOD**:

Paragraphs d. and e. are added.

d) If this Policy is cancelled or not renewed by either the Company or the Named Insured, an Insured who is insured under this Policy as of the termination date of the Policy shall have the right to purchase an Extended Reporting Period by paying within 30 days of the Policy's expiration date 100% of the annual premium as stated in the Declarations of the latest renewal endorsement. Such Extended Reporting Period will

begin immediately following the Policy expiration date and will run for one year. During the Extended Reporting Period, Claims first made against the Insured and reported to the Company during the Extended Reporting Period and resulting from Wrongful Acts that occurred during the Policy Period covered by this Policy or occurring during any consecutive prior Policy issued by the Company which this Policy replaced will be covered subject to the terms and conditions of this Policy. For the purpose of the Company's limit of liability, any Extended Reporting Period will be combined with and considered a continuation of the last Policy Period.

e) In the event the Named Insured's status as a member in good standing of or appointment with the Sponsoring Organization terminates during a period in which the Named Insured has paid the applicable premium, the policy will remain in effect for the remainder of the Policy Period as if the Named Insured's status as appointed or a member in good standing of the Sponsoring Organization had not ceased, regardless of whether Named Insured's status is restored except that coverage will not be provided for any Wrongful Acts of an Insured which occur in whole or in part during the period when the Named Insured was not appointed or not a member in good standing of the Sponsoring Organization.

The Section entitled **SECTION XV-CANCELLATION** is deleted in its entirety and replaced with the following:

CANCELLATION, NON-RENEWAL AND CONDITIONAL RENEWAL

CANCELLATION

The Policy may be canceled by the Company by mailing written notice of cancellation to the Named Insured at the Named Insured's last known address. Such written notice shall state when, not less than sixty (60) days thereafter, or ten (10) days in the case of nonpayment of premium, such cancellation shall be effective. The mailing of written notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the Policy Period. Delivery of such written notice of cancellation to the Named Insured shall be equivalent to mailing.

When this Policy has been in effect for sixty (60) days or more or is a renewal Policy, the Company may cancel this Policy for only the following reasons:

1. Non payment of premium;
2. Material misrepresentation;
3. Substantial change in the risk assumed, unless the Company should reasonably have foreseen the change or contemplated the risk when entering into the Policy;
4. Substantial breaches of contractual duties, conditions, or warranties;

This Policy may be canceled by an Individual Agent by mailing written notice stating when the cancellation shall be effective to the Company or its authorized representative.

If the Company cancels, the earned premium shall be the pro rated amount of the annual premium. If the Named Insured cancels, the premium will be cancelled short rate where allowable by law. Premium adjustment may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of its representative mailed to the Named

Insured shall be sufficient tender of any refund or premium due to the Named Insured, provided that if at the time of cancellation the Aggregate Limit of Liability has been exhausted, the entire premium shall be considered earned.

CONDITIONAL RENEWAL

If this Policy is renewed with less favorable terms or with a premium increase, written notice will be provided to the Named Insured at least thirty (30) days prior to the expiration of the current Policy period and will include notification of the intent to renew with such changes. If notice is not mailed at least thirty (30) days in advance of the Policy expiration date, coverage shall be extended without rate change for thirty (30) days from the date of mailing of such notice.

NON RENEWAL

If this Policy is non-renewed by the Company written notice will be mailed to the Named Insured at least thirty (30) days prior to the expiration of the current policy period. The notice will include the reason for the non-renewal action.

All other terms remain unchanged.

BCS INSURANCE COMPANY
2 Mid America Plaza, Suite 200
Oakbrook Terrace, Illinois 60181

Endorsement No.

CHANGES ENDORSEMENT

Issued to Independent Agents of Afortus Financial Insurance Services as part of
Policy No. AEO-30249

IT IS MUTUALLY UNDERSTOOD AND AGREED, THIS INSURANCE IS HEREBY AMENDED AS
INDICATED BY [X]:

- | | |
|--|---|
| 1. <input type="checkbox"/> Annual Premium to | 8. <input type="checkbox"/> Return Premium of |
| 2. <input type="checkbox"/> Effective Date to | 9. <input type="checkbox"/> Anniversary Date to |
| 3. <input type="checkbox"/> Limit of Liability to | 10. <input type="checkbox"/> Retention to |
| 4. <input type="checkbox"/> Named Insured Changed,
As Shown Below | 11. <input type="checkbox"/> Insured's Address Changed,
As Shown Below |
| 5. <input type="checkbox"/> Additional Insured(s) or Subject(s)
Of Coverage, Named Below, Added | 12. <input type="checkbox"/> Additional Insured(s) or Subject(s)
Of Coverage, Named Below, Deleted |
| 6. <input type="checkbox"/> Exclusion(s), Added | 13. <input type="checkbox"/> Exclusion(s), Deleted |
| 7. <input type="checkbox"/> Additional Premium of | 14. <input checked="" type="checkbox"/> Other |

Section I paragraph 1 Coverage is deleted and replaced with the following:

The Company shall pay on behalf of an Insured Loss in excess of the deductible and Defense Expenses resulting from any Claim first made against an Insured and reported to the Company during the Policy Period, or Extended Reporting Period, if applicable, and within the limit of liability specified in the Declarations

All other terms and conditions of this policy shall remain unchanged. This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

BCS INSURANCE COMPANY